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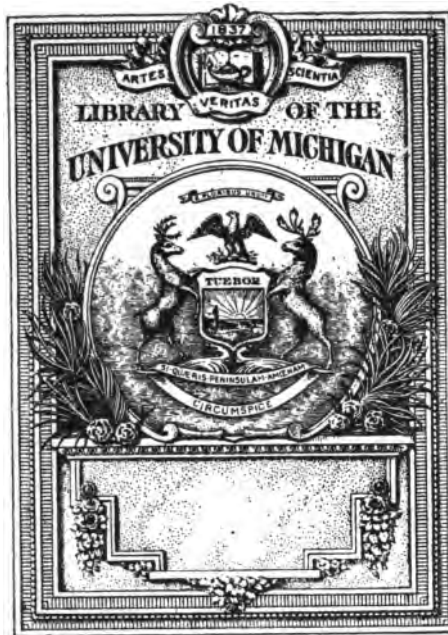
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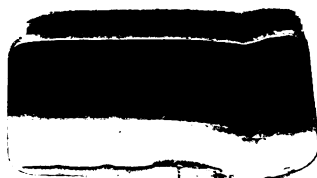
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OF THE

STATE BOARD OF CONCILIATION  
AND ARBITRATION

FOR THE YEAR ENDING DECEMBER 31, 1902.



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**WARREN A. REED, Chairman.**  
**RICHARD P. BARRY.**  
**CHARLES DANA PALMER.**

---

**BERNARD F. SUPPLE, Secretary,**  
**Room 128, State House, Boston.**

129664



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## SEVENTEENTH ANNUAL REPORT.

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*To the Senate and House of Representatives in General Court assembled.*

In so far as statements of cases can do, the following reports summarize the work of the Board during the past year. A large amount of the office work of the Board—such as meeting parties to controversies or threatened outbreaks, advising as to the best course of action and endeavoring to soften the feelings of those who think themselves aggrieved—it is impossible to commit to type.

In general, the work may be classified under three heads, which relate:—

First, to the formation of trade agreements or *collective bargaining*;

Second, to arbitration cases, where points in dispute are left to the decision of the Board; and

Third, to conciliation cases, in which, by mediation between the parties to a controversy threatened or existing, the Board endeavors to bring them together on some common ground.

It is the desire of the Board to foster the manifest tendency of employers and employees to enter into collective bargaining relating to wages, hours and conditions of work. There is ample opportunity at present to suggest the advantage of trade agreements over the harsher and more cruel methods of strikes and lockouts. Except as a last resort, these latter, although still too numerous,

now find few advocates. The advantages of collective bargaining seem to us so great that we lose no opportunity of advising it. One cannot deny that much of the work of collective bargaining is clumsy and crude, and as yet bears all the marks of its recent rapid growth; but it is the best substitute yet presented for strikes and lockouts, and therefore deserves approval, even in its crudity.

The increasing tendency to arbitrate differences rather than strike is shown by the fact that the Board has been called upon to render decisions in more than twice as many cases as in the previous year. These cases, most of which have been in the shoe industry, relate to wages, and have been presented to this Board in accordance with trade agreements to this effect between employer and employed. When it is remembered that at least one-third of the disturbances in the industrial world are questions of wages, these cases are interesting, because they show that this particular question—the largest by far in industrial problems—is especially adapted to settlement by arbitration.

The practice provided by the statute in such cases is well fitted to bring about a fair result. The parties in the dispute send to the Board a joint written application, in which the points of controversy are set forth. On receiving such application, the Board as soon as possible holds a hearing in the place where the difficulty has arisen. Frequently the parties meet the Board at the factory where the trouble has occurred, in some room temporarily arranged for a hearing. Here both sides are heard, and such evidence is given as each desires to produce on the points in controversy. The particular work in question is then inspected by the Board, and, when deemed necessary, each party nominates, subject to the approval of the Board, an

expert assistant to collect facts in relation to the rate of wages, amount of earnings and conditions of labor in other factories in the State where similar work is done. Each party is allowed to submit a list of factories which the expert assistants may visit. The hearing is then closed, and the expert assistants are appointed and sworn to the faithful performance of their duties as assistants to the Board, and are instructed as to the method of obtaining facts relating to the case. The two expert assistants then visit the factories suggested by the interested parties and approved by the Board, and gather such facts as seem important, after which a written report of the same is carefully made by them. This report is presented by them to the Board at a final conference, at which the contesting parties are not present, and is fully explained, and the matter is then taken under consideration by the Board. When a conclusion is reached, the experts are again summoned to hear the proposed decision and to suggest such revision as they deem advisable. After this final hearing a decision is rendered.

It will be noticed that the question of rate of wages, or what is a fair price for work, is the same that comes up for settlement almost daily in courts of law; and there seems no good reason why it cannot be decided by some such practice as this law now provides. Should this be done, it would eliminate the most prolific source of labor disputes.

Cases of conciliation—in which the parties are already in contention—differ from arbitration cases, in that there is no fixed rule or method of procedure in handling them. They have few characteristics in common. Each case must be treated by itself. To get the parties together, to bring about

a friendly conference, is the object to be attained, but the means are as different as the cases. The results, too, vary with the circumstances. Often they are most satisfactory, at times unexpectedly so, yet occasionally all attempts at mediation fail. There is also a time when such work can best be done, and the proper moment depends a good deal upon the temper of the parties. The best time to stop a strike is before it begins; but employers are often optimistic and skeptical as to coming trouble. Many employers are too busy to attend to mere premonitions, and allow matters to drift until the breach occurs. With such men it is time enough to consider a trouble when they are face to face with it.

But even when a strike is once instituted, it is not always wise to intervene immediately. A little delay frequently serves to show the real situation, and gives both sides opportunity for reflection. Sober second thought usually results in a desire for conciliation, and then the intervention of the State Board is not likely to be unwelcome.

There is a constantly increasing demand for the services of the Board, as the public becomes more familiar with its work.

The following reports show the great variety of industries and the many different combinations of capital and labor with which the Board has had dealings during the past year.

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REPORTS OF CASES.

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## REPORTS OF CASES.

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### **RAND AVERY SUPPLY COMPANY—BOSTON.**

On December 31, 1901, Dennis O'Brien, employee of Rand Avery Supply Company, engaged in transportation printing, was laid off for lack of work, and on the following day a strike of press-feeders occurred. On January 2, 1902, the employer notified the Board in the following terms:—

A strike of press-feeders took place in our press-room yesterday. Cause, laying off of a man, owing to dullness of work. Can your Board take hold of the matter? This company, while not willing to relinquish its undoubted right to hire or discharge at its pleasure or as the needs of its business demand, is willing to accept the decision of a fair-minded, disinterested body of intelligent men.

The Board thereupon invited both parties to a conference at the State House on the following day. In the mean time, the relations of the parties became still more strained, non-union men having been hired and union men quitting work. These obstacles to arbitration having been removed, however, the Board received a joint application from the parties, as follows:—

*To the State Board of Arbitration and Conciliation, Boston, Mass.*

The undersigned hereby make application to the Board for the adjustment of a dispute existing between Rand Avery Supply Company and its employees in the cylinder press-room department, of the business of printing, carried on at Boston by Rand Avery Supply Company, which employs at this time not less than 25 persons in the same general line of business in said city.

The grievance complained of is that Mr. Dennis O'Brien was discharged December 31, 1901, because of his activity as shop chairman. The undersigned hereby promise and agree to continue on in business or at work, as the case may be, without any lock-out or strike, until the decision of the Board, if it shall be made within three weeks of the date of filing this application.

Dated at Boston, this third day of January, 1902.

RAND AVERY SUPPLY COMPANY,  
by N. E. WEEKS, *President*,  
117 Franklin Street, Boston.  
D. S. McDONALD,  
7 Spring Lane.  
M. S. COONEY,  
82 Water Street, Room 15.  
JAMES T. ROCHE,  
152 Purchase Street.  
JOSEPH W. WHALL,  
7 Spring Lane.

The parties having requested delay, for one reason or another, a hearing was not had until January 23, 1902.

On February 10 the following decision was rendered:—

*In the matter of the joint application of the Rand Avery Supply Company of Boston and its employees.*

PETITION FILED JANUARY 8.

HEARING JANUARY 23, 1902.

In this case it appeared at the hearing that the employee in question had been reinstated, pending investigation by the Board, and that he had since voluntarily withdrawn from the employ of the company, thereby removing the cause of the alleged grievance.

In view of this fact, it seems unnecessary to further consider the case, since no public good would be gained thereby.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*Result.*— On February 14 a letter was received from the employer, saying that the Board's finding was unwarranted, requesting a decision upon the question submitted, and regretting his inability to concur in the opinion that no

public good would be gained by further considering the case.

Again, on March 3, a letter was received, as follows:—

BOSTON, March 1, 1902.

MR. BERNARD F. SUPPLE, *Secretary, Board of Conciliation and Arbitration,  
State House, Boston, Mass.*

DEAR SIR:—Pardon me for inviting your attention to some labor union grievances referred to your Honorable Board for decision on January 3, 1902, and reviewed in a hearing on January 23, at which time the board agreed to decide the question submitted, namely: “that Mr. Dennis O’Brien was discharged December 31, 1901, because of his activity as shop chairman.” Upon the application blank I note that “the decision of the Board . . . shall be made within three weeks of the date of filing . . . application.” I therefore respectfully ask for a decision upon the matter submitted.

Respectfully,

N. E. WEEKS, *President.*

The following reply was sent:—

STATE BOARD OF CONCILIATION AND ARBITRATION,

BOSTON, March 6, 1902.

N. E. WEEKS, Esq., *President, Rand Avery Supply Company, 117 Franklin  
Street, Boston, Mass.*

DEAR SIR:—Your letter of March 1 was received by the Board. It is not our custom to discuss decisions with the parties by correspondence but if you desire to see us in relation to your case we should be pleased to have you call upon us at any time when the Board is in session here, which may be ascertained by telephone.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

Subsequently an interview was had with Mr. Weeks, wherein the decision of the Board was fully explained, and nothing further was heard of the difficulty.

**RED STAR TOWING AND WRECKING COMPANY —  
BOSTON.**

The Red Star Towing and Wrecking Company of Boston, proprietor of tug boats, had a controversy with its marine engineers in the early part of January. On the third of the month 21 went out on strike, for the reason that the skippers and not the general manager assumed the right of hiring and discharging engineers, implying a superiority that the members of the Marine Engineers' Association were not willing to concede to the skippers of tug boats. The matter attracted but little public notice until after two weeks had elapsed, when it was suddenly brought to an end through the intervention of this Board. Parties to the difficulty were brought together in the presence of the Board on January 17, and conferred on the question of a settlement. It was soon made plain that most of the primary matters in controversy were misunderstandings, while the other difficulties were such as seem to be inseparable from strikes, having arisen after hostilities had commenced. Explanations having been made, an agreement was reached.

At latest accounts no controversy has arisen to mar the harmonious relations thus established.

---

**AVERY L. RAND — BOSTON.**

Ten pressmen employed by Avery L. Rand, large edition printer of Boston, went out on strike to enforce a demand for a new schedule of wages. The State Board immediately put itself in relation with both parties and brought about a conference in the office of the company, which resulted in a joint application for the arbitration of this Board and the

men's returning to work. A hearing was given on the following day. The union's demand for the work in question was \$25 a week, and the firm offered \$20.

On January 22 the following decision was rendered: —

*In the matter of the joint application of Avery L. Rand of Boston and his employees in the press-room.*

PETITION FILED JANUARY 7.

HEARING JANUARY 8, 1902.

This case presents a question of price to be paid to the operators of a web rotary press. Having given the matter careful consideration, the Board awards the following prices in the press-room of Avery L. Rand: —

Pressmen employed on the web rotary press now in use in the printing establishment of Avery L. Rand, who are competent to operate it to its required capacity, to care for it under all ordinary circumstances and to adjust it to its different uses without the assistance of a foreman, \$25 per week.

Pressmen who require the assistance of a foreman for the above-mentioned purposes, \$20.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*Result.* — Both parties acquiesced.

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#### DOWNES & WATSON COMPANY — LYNN.

A strike occurred in the cutting department of the Downes & Watson shoe factory at Lynn on January 11. Efforts were made by the representatives of the cutters' union to effect a settlement, but without success; and thereupon both parties signed an application referring the matter in dispute to the State Board. The cutters returned to work. The Board gave the parties a hearing, and made an investigation as to prices and conditions in factories doing similar work.

On February 27 the following decision was rendered: —

*In the matter of the joint application of the Downs & Watson Company, shoe manufacturer, of Lynn, and its cutters.*

PETITION FILED JANUARY 20.

HEARING JANUARY 31, 1902.

In this case a question of a scale of prices was referred to the Board. After public hearing, and investigation by expert assistants, and having fully considered the matter, the Board recommends that the following prices be paid in the cutting department of the factory in question: —

	Cents per Pair.
Dongola, whole button, . . . . .	3½
Dongola, whole Polish, . . . . .	3¼
Dongola, fox button, . . . . .	4
Dongola, fox Polish, without tongue, . . . . .	3½
Dongola, whole Oxford, . . . . .	2½
Dongola, fox Oxford, . . . . .	3
Foxings, vamp and heel, . . . . .	2½
Button tops, . . . . .	1½
Polish tops, . . . . .	1½

#### EXTRAS.

Tips, . . . . .	½
Long back stays, . . . . .	½
Match markings, . . . . .	½
Colors, extra over black, . . . . .	½
Box calf, same as Dongola.	
All patent leather cut single, same as Dongola.	
Patent leather foxings and vamps cut double, by the hour.	
Patent leather tips cut double, by the hour.	
Pattern No. 31, extra, . . . . .	¼
Golf boots, all styles, by the hour.	
All lots 18 pairs or less, on a width, extra, . . . . .	¼

By agreement of the parties, this decision is to take effect from January 18, 1902.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**CHAPIN & GOULD PAPER COMPANY—HUNTINGTON.**

During the latter part of 1901 a movement was inaugurated among the work people engaged in the manufacture of high-grade writing papers at the Crescent Mills in Huntington for the purpose of establishing wages somewhat higher than those they were then receiving. The girls requested \$1.25 a day, and just before the first of the year consented to make a trial of piece work on practically the same basis as that agreed on at Holyoke the preceding spring. The results were disappointing to the help, and four calender girls sought and obtained employment elsewhere. A meeting was had, the union immediately took action upon this, and voted to strike in case another attempt at adjustment should fail. A conference was requested by the grievance committee, and on January 13 the employer met them in company with James Hawkins of Holyoke, vice-president of the United Brotherhood of Paper Makers of America. The conference ended without tangible result, and the strike was immediately inaugurated. A majority of the help stopped working at about 11 o'clock that day, but, as it was not the desire of the work people to cause the company any unnecessary loss or inconvenience, the machine tenders were instructed to run out their stock and the loft men to remain to dry the paper, which they accordingly did, but left on the 14th. The firemen and watchmen, however, were directed by the union to remain.

The calender girls who went on strike claimed that they could not earn their living expenses, and asked for a weekly wage of \$7.50. They further complained of being on occasion put upon other and lower-priced work than that to which they had been accustomed. The strike having sud-



denly extended to the other departments, 100 or more being out, the factory was obliged to shut down. The Board communicated with the parties to the difficulty. On January 15 Mr. Chapin and his superintendent met the representatives of the work people in the presence of the Board, and conferred on the question of a settlement. An understanding was finally reached which was satisfactory to the committee, and they promised to lay it before a meeting of the calender girls, to be held in the evening, and to notify the Board of the result. Notice was subsequently received that the girls had voted not to return upon the terms offered. On the following day, January 16, another conference was had between the representatives of the calender girls and the employer, and an understanding was reached, subject to the ratification of Pekoa Lodge at its next meeting, to which the Board was invited. A meeting was forthwith held, the terms were ratified, and both parties affixed their signatures to the agreement, whereby the girls were to receive a minimum of \$7.50 per week of 55 hours, the union conceding the right of the employer to discharge for incapacity, negligence or for just cause.

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#### AMERICAN WOOLEN COMPANY—MAYNARD.

In the summer of 1901 the American Woolen Company introduced a modern method of testing yarn in the spinning department of the Assabet Mills at Maynard; the old scales were replaced by new, and the employees believed that to stand required tests the yarn had to be one-half a run finer than before. Finer yarn required more twist to be as strong as the coarser,—a fact which diminished the product and the pay. Some time later a second grievance arose concerning over-time work, four nights a

week, the spinners thinking that they were entitled to extra pay for over-time. As the year drew to an end, a request for extra pay was made to the overseer by all the spinners employed in the mill, 60 in number, with a desire that it be handed to the superintendent. On the overseer's suggestion, the request was withdrawn until after the first part of the year 1902, in view of changes that he said had been planned for the mill.

The new year having come, and not hearing from the overseer, the demand was renewed. The committee was not satisfied with the action of the agent, but after two interviews concluded to wait another week, in order to afford him an opportunity to communicate with Mr. Wood at Boston. At this point, however, the union took the matter into its own hands, and on Tuesday, January 14, 1902, struck.

On the third day of the strike, January 17, the union sent a committee to Boston to request the good offices of this Board. An effort was thereupon made to secure a conference, but without success, since Mr. Wood was away. Besides the 60 spinners, the weaving and carding departments were stopped by the management, and 1,100 hands were out of work. The Board, having communicated with the superintendent of the mill, was enabled to report to the committee that there would be no difficulty in securing a conference with the treasurer on his return, and that, in the opinion of the Board, they ought to return to work pending a conference. The committee reported this advice to the union, and it was agreed to return to work on Monday, January 20, during the pendency of negotiations, which was ratified by the union and carried out. On January 20 the spinners, weavers and carders returned.

On the return of William M. Wood, treasurer, a conference was arranged with the spinners, to take place at the company's office in the presence of the Board on January 29. At the conference the points at issue were carefully considered. The company promised to have the new scales tested to the satisfaction of the spinners; over-time work was not desired and would as soon as possible be done away with. A third question having arisen, concerning an increase in the schedule of wages, the treasurer said that when the large mill then building was finished, a list of rates that would be fair, and, he hoped, satisfactory to the spinners, would be established. The spinners, it appeared, had been given, a short time before, without having to request it, an increase of 10 per cent. in their wages, in view of which it was hoped that they would be patient until such time as the company could look into their grievances. The conference, not yielding any tangible result, dissolved, and the spinners' committee withdrew to report to the union at Maynard.

On the 4th of February the following letter was received:—

MAYNARD, MASS., Feb. 3, 1902.

*To the Honorable State Board of Conciliation and Arbitration, Boston, Mass.*

GENTLEMEN:—At a spinners' meeting held Thursday, January 30, the committee made a report in regard to our conference with the American Woolen Company, which was accepted, and a vote of thanks given to us for our services. The men are willing to accept the proposition made by the American Woolen Company for the present. Thanking the Honorable Board for your kindness, we are,

Very respectfully yours,

WM. G. MORRIS,

*Chairman of Committee.*

In the latter part of May some apprehension existed that the trouble of January might be renewed; and the Board

on the 26th received the assurances of officers of the company that the promise to arrange a schedule had not been lost sight of, but that further time for perfecting conditions in the new mill was required to perform the promise intelligently and with satisfaction to both parties. An invitation to meet the spinners on June 2 at the rooms of the Board was thereupon given and accepted. A similar invitation was extended to the spinners in Maynard on the 28th, and at the time appointed the officers of the company and the spinners' committee met in the presence of the Board and discussed the existing situation. An agreement was reached whereby existing relations were to be continued, perhaps for two or three months, until either party should notify the State Board of a desire to negotiate, whereupon the State Board should notify the other party and arrange the conference.

Word was received on the 12th that the union had ratified the agreement of the committee, and the matter was communicated to William M. Wood, treasurer of the American Woolen Company.

On the 19th of November the following letter was received:—

MAYNARD, MASS., Nov. 18, 1902.

*To the Honorable State Board of Conciliation and Arbitration, Boston, Mass.*

GENTLEMEN:—The officers and members of the Assabet Spinners' Union at Maynard wish to call your attention to the fact that at the present time there are machines enough running, and in our opinion it would be a very good time to make a test and form a new price-list.

You know at the meeting held in Boston last June the American Woolen Company promised to do so, but this promise they have failed to live up to.

We wish to ask your advice in this matter, and if you can do anything to help us, we should appreciate it very much.

Thanking your Honorable Board for the many past favors, and hoping for an early reply, we are,

Yours respectfully,

THOMAS A. BRECK,

*Chairman of Committee, Assabet Spinners' Union.*

Box 62.

The employer was accordingly notified, and a day for a conference was set. On November 25 a conference was had at the State House in the presence of the Board between the treasurer of the company and the management of the Assabet Mills, representing the employer, and a committee of spinners, on the subject of Mr. Wood's proposed schedule of prices. The parties met on the following day, and considered a schedule of prices proposed by the spinners. The committee accepted the employer's schedule, with the understanding that the earnings were not to be lower than \$12 a week for a spinner of average ability, but would conclude nothing without reporting the matter to the union. The conference was thereupon adjourned to December 1.

The conference was resumed on the 1st of December. The committee reported that the union had rejected the employer's schedule, under the conviction that \$12 a week could not be earned; and the parties adjourned, subject to call from the State Board. On December 10 the employer expressed a desire for a conference. The conference was resumed on the 12th, but no agreement was reached. The company announced its intention to post the new schedule in the mill on December 15.

On Friday, January 2, 1903, the Spinners' Union voted to strike on the 7th, and the committee in charge expressed a desire for a conference. The employer stated on the 3d that a sufficient trial had not yet been given to his schedule. It appeared that the earnings did not satisfy the work

people, who fancied the wages much less in amount than what had been promised. The schedule in question, which was said to guarantee \$12 a week to a spinner of average ability, contemplated two kinds of remuneration: weekly earnings, and a monthly premium for skilled work in excess of a certain amount. The earnings, it appeared, did not amount to \$12. The promise was not fulfilled, and having waited a long while for an adjustment, the spinners were beginning to feel uneasy.

On Tuesday, January 6, a message was received from the spinners' committee that the strike had occurred, anticipating the time set by one day in view of apparent preparation on the part of the employer; in consequence of the fear of a lockout and of the vote of the union, 118 employees of the spinning department quit work on January 6; 175 card room operators and 100 picker room operators were obliged to cease work for lack of stock at noon; and during the afternoon 200 employees, including the dresser-tenders, drawers-in and spoolers, were laid off for a similar reason. On the 7th 800 weavers were obliged to cease work, and all departments save the wet and dry finishing departments ceased operations. About 2,000 people were now out of employment.

The Board went to Maynard on January 10, and had a long interview with the spinners. The committee was unanimous in saying that some new machines which had superseded the old were of inferior capacity; they had every confidence in Mr. Wood, but could demonstrate that he was misinformed in regard to the matter. A conference with Mr. Wood in the presence of the Board, which had been arranged for the evening, was had in the office of the mill. In response to complaint that the two weeks' test since

December 15 had not resulted in the amount guaranteed at previous conferences by Mr. Wood, the treasurer replied that the two weeks were not only incomplete weeks, but much broken; that the test was intended to be tried through two full weeks of uninterrupted time; moreover, he thought that, notwithstanding that, the earnings fulfilled his promise. This was a question of fact, which was immediately contradicted. The pay-roll was then consulted, and it was found that the earnings of a full week *plus* the premium relating to that week amounted to a little more than \$12 in just 50 per cent. of the whole number of spinners, — a result somewhat better than that which Mr. Wood had promised. The committee admitted that the union had overlooked the premium which was due the wage-earners, for the reason that it was not mentioned on the pay envelopes. Other misunderstandings were cleared away, and the strike was thereupon declared off. On the 12th the strikers and all those who were idle in consequence of the strike returned to the mills.

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#### AMERICAN WOOLEN COMPANY — LAWRENCE.

The movement to increase wages for weaving, exhibited at one time or another during the year in all the textile centres of the State, was felt in Lawrence on April 16 at a mass meeting of the weavers of the Washington Mills, belonging to the American Woolen Company, when a strike was voted, in consequence of which 9 weavers left and went on strike to enforce a demand for a 20 per cent. increase in wages and a change in the method of payment. The employees sought a conference with the mill management, and repeated the request, which was declined.

On the 22d a strike of 508 weavers occurred, rendering

1,450 looms idle, and obliging other departments to cease work. The Board interposed with a view to a settlement on May 6, when an interview was had with the treasurer of the American Woolen Company, Mr. William M. Wood. Mr. Wood expressed a willingness to confer with his employees in the presence of the Board, and submitted a proposition in writing as a basis of settlement. An effort was made to interview the employees on May 7. Representative weavers were communicated with, but none were found who were willing to speak for all; they much preferred, they said, that the Board should lay any communication it might have before the general meeting, which was to take place on the following day at 2 o'clock.

On the 8th the Board went again to Lawrence and addressed the weavers at their general meeting, recommending the appointment of a committee for the purpose of conferring with the employer. The weavers took the matter under consideration. On May 9 a telephone message was received from the chairman of their conference committee appointed to confer with Mr. Wood, saying that they were ready to confer forthwith. Accordingly, a conference in the presence of the Board was had in the afternoon at the office of the mill in Lawrence between officers of the company and the weavers' committee. The employees demanded the abolition of the premium system, an increase of 20 per cent. in wages, and no discrimination for participation in the strike. Treasurer Wood submitted the following proposition: —

The American Woolen Company regrets that it cannot see its way to accede to the request to alter its present rates and methods of payment of wages, excepting that for lost time through holidays or breakdowns due to shafting, engine, high water, allowances in



premium will be paid in proportion to the actual time worked; and, in addition, when an employee is absent for recreation or otherwise, not exceeding one day in the month, such absence will be treated as though a holiday, and will not be allowed to interfere with the securing of the premium.

The company makes no discrimination against weavers on account of activity in the strike, excepting that no weavers now at work will be removed. So far as possible, weavers will be given their old looms in the order in which they return to work, — the first come, the first served.

The committee requested time to confer with their fellow weavers, and the conference dissolved. The strikers met on May 10, and in view of the report of their committee, and of the fact that, owing to defections, more than 500 looms were at that time in operation, voted to declare the strike off. On May 12 all the looms were running as before the strike, and the Board has not since learned of any recurrence of the difficulty.

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#### **AMERICAN WOOLEN COMPANY—FITCHBURG.**

Strikes having occurred in the Fitchburg Worsted and Beoli Mills at Fitchburg, the Board offered its services as mediator on May 12, 440 in all being reported out. The employer accepted the mediation of the Board, and a visit was paid to Fitchburg with a view to inducing the weavers to either submit their case to some form of arbitration or confer with their employer on the question of a settlement. The weavers said that they would confer with the employer, but only as a part of a general committee representing all the striking weavers in the mills of the American Woolen Company. William M. Wood, treasurer of the American Woolen Company, declined to confer with such committee, on the ground that conditions were so diverse that a general

committee would be too unwieldy to consider the conditions of a particular mill.

The matter dragged along until June 9, when several weavers returned. Injunction proceedings were instituted by the employer against some of the leading strikers, and injunctions were granted. Some were imprisoned subsequently for contempt of court. The case finally disappeared from notice.

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#### AMERICAN WOOLEN COMPANY — BLACKSTONE.

On March 27, after a conference between the wage-earners involved and the local representative of the American Woolen Company, weavers in the Saranac Mill, near Blackstone, by a vote of 117 to 90, expressed their sympathy with the striking weavers in Olneyville, R. I., where opposition to running two looms in weaving fancy goods for the American Woolen Company had been the occasion of several strikes in Massachusetts. To enforce this declaration they all left the mill at 2 o'clock in the afternoon and went out on strike. On the following day the minority voters met for the purpose of considering whether they should return to work, but they decided to remain out, influenced, it is said, by news of strike in the mills of the company at Fitchburg.

The strikers are said to have been the best paid weavers in the 27 mills of the American Woolen Company, and to have had no grievance, inasmuch as the two-loom system had not been inaugurated in Blackstone.

On May 6 it appeared to the Board that the attitude of one of the parties had sufficiently changed to permit conciliation. The Board called upon the treasurer of the company and obtained his consent to a conference. Having

learned that the strikers had concluded to appoint a general committee, made up of representatives delegated by the mill hands in different places, Mr. Wood was requested to say whether he would meet them in the presence of the Board. He expressed his willingness to meet the employees of the Saranac Mill whenever it might be arranged, but not as a part of a general committee, for the reason that it would be useless to discuss the particular conditions of the Saranac Mill in the presence of representatives from other mills, where other conditions obtained.

On June 21 William M. Wood, representing the employer, expressed his view of the situation in part as follows:—

The American Woolen Company has maintained from the beginning that the recent strikes of its employees were promoted and instigated by outside persons. It is claimed that the strikes were without adequate cause, and represented no serious grievance. The relations of the company with its employees have always been satisfactory and cordial. No complaint as to rate of wages or hours of labor had been presented; suddenly the two-loom system was availed of as an ostensible excuse for a strike in one of the Providence mills, and discontent and discord were immediately communicated to other mills by walking delegates and orators, so that an epidemic of sympathetic strikes followed in quick succession.

New hands were hired to take the place of strikers on the first day of July, whereupon all the remaining operatives came out. The matter, as in other mills of this company, was protracted through the summer, and the strikers did not return until September 9.

**AMERICAN WOOLEN COMPANY — PLYMOUTH.**

On March 14 the weavers in the Puritan Mills of the American Woollen Company at Plymouth, 175 in number, remained out on strike to resist the introduction of the two-loom system in weaving fancy worsteds, and to express their sympathy with fellow weavers recently employed by the company at Olneyville, R. I. The employer had introduced 28 new looms, and, the workmen believing that there were large orders on hand for fine work that could not be done in any other mill of the corporation, this time for striking was deemed most opportune.

Though the strike, being a part of a general movement, did not seem to offer much encouragement for mediation, the Board went to Plymouth on April 14 and interviewed representative weavers, and offered to use its best endeavors to bring about a meeting with the employer, with a view to ascertaining how the strike might best be settled. A representative of the weavers stated that no weaver could operate two looms on fancy work and produce good results. One hundred and seventy-five looms were idle, and about 500 persons all told were out of work. Responding to inquiry, they expressed their willingness to confer with Mr. Wood on the question of a settlement in the presence of the Board, but would serve only as a part of a general committee delegated by weavers in all the mills of that company where a strike existed. William M. Wood, treasurer of the company, was interviewed upon the question of a general conference, and said that he would be willing to meet a committee of Puritan Mill weavers, and rather preferred a large committee to a small one; but he would not discuss the affairs of the Puritan Mill with a general committee representing weavers of other mills where a different con-

dition prevailed. This reply was conveyed to the committee of Puritan Mill weavers, who, however, remained firm in their attitude.

On April 22 the factory was locked, the clerical force discharged and the office closed.

Another effort was made to bring the parties together, when the following letter was received :—

PLYMOUTH, MASS., May 17, 1902.

MR. BERNARD F. SUPPLE.

DEAR SIR :—The situation remains the same here. I am instructed by the weavers to say that they will not go into any conference with Mr. Wood unless the representatives of all the mills on strike take part in that conference, and there is nothing to arbitrate; either we run two looms on fancy, or we don't. That is the issue, and there can be no middle course.

Yours respectfully,

JAMES PAYTON,

*1 Jackson Place, Plymouth, Mass.*

In the last half of June the weavers began to return in considerable numbers to their looms; and, on the 29th (Sunday), at a meeting of weavers addressed by representatives of the Olneyville strikers, it was resolved, by a vote of 36 to 3, to remain out. By this time, however, the mill was running without serious obstacle. On July 9, owing to the gradual return of the old help, the leaders declared the strike off, after four months' idleness.

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#### UNION RUBBER COMPANY—BOSTON.

On January 17, Mr. Gordon, representing the Union Rubber Company of Boston, met a committee of its recent employees at the State House in the presence of the Board, responding to invitation. The work people in question were members of the Mackintosh Stitchers' Union, on strike since the early part of the month.

It appeared that 100 men and boys and about 50 women were involved, and that the union, into which all the strikers entered, was formed after the strike. The original demand was for an increase of wages; the union's demand was for a restoration of the former wages, from which there had been a cut-down. The company alleged that it was not such an extensive cut-down as had been claimed, nor was it general, being confined to one style of garment only, while all the other styles remained the same price. Since the strike the employer had hired work people to take the strikers' places, and most of the discussion turned upon what was to be done with the new hands. No agreement could be reached, and the conference dissolved. In the sixth week of the strike negotiations were resumed. Concessions were made on both sides and a satisfactory settlement was concluded, which has persisted without a break in the relations of the parties.

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#### **CO-OPERATIVE RUBBER COMPANY—BOSTON.**

In the latter part of December, 1901, the Co-operative Rubber Company, of Boston, reduced by nearly one-half the prices for mackintosh stitching. About 70 men and women were affected. An effort was made by the work people to confer with their employer through committee, but without success. At last they went out on strike, and other departments soon ceased operations by reason of lack of material. The controversy thus dragged along for a fortnight, during which, after many efforts, there was some success in getting new hands, when, responding to the Board's invitation, the parties came together on January 17. The conference dissolved without reaching a settlement, but many misunderstandings had been cleared away. The Board thereupon advised the parties to resume their

negotiations privately, and to keep in communication until a settlement was concluded. The advice was cordially accepted, and shortly an agreement was arrived at whereby all hands applying for work were received into their former positions at a price satisfactory to both parties.

As the seasons changed, further attempts to reduce prices led to uneasiness among the hands, which the Board is endeavoring to compose at the present time.

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**NONOTUCK SILK COMPANY—NORTHAMPTON.**

One hundred spoolers employed in the Nonotuck Silk Mill at Northampton went out on strike January 20, to enforce a restoration of wages that had been reduced the year before, it was said 20 per cent. The Board promptly opened communication with the employer, and learned the nature of the difficulty as he understood it. The Board recommended that the parties endeavor to come together in conference, and that no new hands be hired in the interval of further negotiations, since such a course would only embitter the dispute and render a settlement most difficult. The employer stated that there were certain matters that he was willing to remedy, now that his attention had been called to it; and that he was confident, knowing the help as well as he did, that an agreement could be easily reached. He said, furthermore, that in case of failure by direct negotiation, he would lay the matter before the Board. Pursuant to this advice, the parties came together in conference on the following day, and reached a settlement which appears to have been satisfactory to all concerned.

**OLD COLONY STREET RAILWAY COMPANY —  
BROCKTON.**

On Saturday, January 25, the engineers, firemen, oilers and coal handlers, employed 12 hours daily in the power house of the Old Colony Street Railway Company at Brockton, struck to enforce a demand for an 8-hour day, the road offering 10 hours. The mediation of the Board was offered to both parties a few hours before the strike, and a conference was proposed. The men, who were 10 in number, said they were going to leave in any event, and the strike occurred at 3 o'clock. The advice given on this occasion, however, was destined to bear good fruit. It was feared that the strike would extend to the power houses located at Hyde Park, Quincy, Bridgewater, Taunton and Abington, where similar conditions and the 12-hour work day had prevailed. The strike soon became an inconvenience to the public, but presented none of those dangerous features where violence is sometimes perpetrated. Nevertheless, the fact that new hands were employed in operating boilers and engines gave rise to considerable apprehension. The reduction of the work day to 10 hours was looked upon as a sort of compromise, calculated to prevent the strike from spreading. Owing to the irregular service and the popular sympathy with the strikers, barges and carriages and other conveyances were brought into use. Finally, the officers of the Brockton division met a committee of the Brockton Central Labor Union, representing the strikers, and after a day consumed in conference, an agreement was reached which provided that the former employees should be received into their old places without discrimination by reason of any participation in the strike;



that 10 hours should constitute a day's labor until April 1, 1902, after which 9 hours should be the limit of the work day; and that any difference arising in the future that could not be mutually adjusted should be left to the State Board of Conciliation and Arbitration. All hands promptly returned to work, and no difficulty has since arisen.

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**BOSTON ICE COMPANY—WELLESLEY.**

On the 28th of January a strike of about 70 ice harvesters in the employ of the Boston Ice Company occurred on Wellesley Lake. The men were working 10 hours a day, and were required to wait each day for several hours before commencing to work. They were paid only for the number of hours actually worked. The men demanded more pay and shorter hours. The Board interposed. The men accepted the Board's offer of mediation, but the company declined it, for the reason that the strikers were no longer considered employees.

On January 30 the following letter was sent:—

Mr. ALEXANDER SWEENEY, *Auburndale, Mass., representing Ice Harvesters.*

DEAR SIR:—The Board had an interview on January 29 with President Hopkins, laid your grievances before him, and offered the services of the Board, such as arranging a settlement through conferences of the parties in interest, and asked to be informed what, if anything, might be done to restore pleasant relations between his company and its ice harvesters at Wellesley. Mr. Hopkins said that he considered the men discharged who declined to work on the company's terms on the pond, and that he did not need the service of any one in the matter.

Respectfully yours,

BERNARD F. SUPPLE, *Secretary.*

No reply was received, and soon, when the weather changed, the matter passed from public notice.

**PAINTERS—LOWELL.**

The journeymen painters of Lowell announced their intention, about February 1, to go out on strike unless they were granted a minimum wage of \$2.25 a day before April 1; but on the last day of March the master painters, with one exception, paid them off, saying that their services were at an end until they were willing to return at the old minimum rate of \$2 a day. Two hundred painters were thus discharged. Owing to the federation of trades engaged in the construction of buildings, it was apprehended that a series of sympathetic strikes would ensue. Both parties assumed an uncompromising attitude, and prepared for a long struggle.

On the second day of April there was some correspondence between the parties on the subject of a conference, the journeymen expressing their willingness, and the master painters replying that they were ready. To the masters' reply was added, unfortunately, a postscript, from which it might be inferred that the journeymen painters were anxiously seeking the conference, while the masters were perfectly indifferent. This incensed the recent employees, who voted after a long debate to send no committee to confer with the master painters' association.

At this juncture the Board interposed, and by mediation obtained a reconsideration of the vote and brought about a conference immediately. The journeymen said that if this demand were granted, they would sign an agreement to make no further demand concerning wages for at least two years. The master painters rejected the proposition, and at a late hour of night the conference adjourned indefinitely without result. On the 7th of April the masters put some

non-union men at work, and their recent employees voted to start a co-operative business. By the 11th of April the old hands began to return at the former rate of \$2 a day. The difficulty was slowly vanishing when a new dispute arose, as set forth in the following.

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#### BUILDING TRADES—LOWELL.

Work on a series of new buildings, known as the Lowell Textile School, was brought to a standstill on May 26 by a strike of building trades, for the reason that one of the sub-contractors, Buckland by name, had hired non-union painters; and considerable apprehension was felt throughout the city that the school would not be finished in time for occupancy in September, as contemplated. Fifty-two men went out on strike without giving notice, and leaving stock unfinished and not in its place. Bricklayers, carpenters, plasterers and stair-builders were involved. It appeared that an agreement had been entered into on the 25th of March between Lowell building contractors and the Bricklayers' Union, by which it was agreed (Article 8) that, before resorting to a strike in any difficulty that might arise, the grievance should be referred to arbitrators. The union having participated in the sympathetic strike, several master masons entered into an agreement that they should not consider themselves bound by the trade agreement of March 25.

On May 28, representatives of the Painters' Union and the Building Trades Council respectively, Messrs. Williams and Convery, notified the Board of the difficulty, whereupon the Board interposed, and learned that nothing could be done in the premises. Mr. Buckland was performing satisfactory work under his contract, and the general contractor,

Mr. O'Hearn, could see no solution of the controversy. Mr. O'Hearn also stated that he was powerless to remedy any real or fancied grievance, inasmuch as the building inspectors had reported their satisfaction with the work performed. Both parties were informed that, if the situation should change in any essential respect, the Board would be willing to interpose once more, with a view to settling it. It was plain that the difficulty could be terminated only by the union or by Mr. Buckland, who had the contract for painting; but he, having calculated his bid upon the basis of old prices, could not accede to the demand without a loss to himself.

On the 2d of June the Bricklayers' Union reconsidered their action, and ordered all members back to work. On the following day the building operations on the new school were proceeding as though nothing had happened.

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#### QUARRYMEN—QUINCY.

On the approach of spring, negotiations for a new agreement were begun between the Quincy quarry workers and their employers, the men saying that they desired similar terms to those accorded other workmen in the quarries, demanding a work day of 8 hours, without reduction of pay. Subsequently the following were demanded also: weekly payments, double rate per hour for over-time work, and that the new agreement should take effect on June 1, or earlier if the parties to a similar controversy at Barre, Vt., should agree on an earlier day.

On March 1, no agreement having been reached, 400 quarrymen quit work. Soon after the strike some citizens tried to induce a renewal of the negotiations, but both par-

ties were uncompromising. As the quarried stock was used up, polishers, cutters, tool-sharpeners and others were obliged to cease work, and finally the quarries closed. The chief industry of the city was now at a standstill, — a condition that affected every citizen. It was stated to the Board, as a reason of the demand for the shorter day, that it would afford employment to more men. The employers denied this, saying that in the granite quarrying of Quincy a decrease of time would really mean a decrease of output, since there is a limit to the number of men that can work about a derrick; more than 12 would be in one another's way. As for increasing the number of derricks, it would not be practical to erect them except where the required stone could be found. Responding to pressure of the citizens, the Quarrymen's Union waited upon the manufacturers, and asked them to make the best proposition they could, with a view to settling the controversy. The manufacturers then offered to grant the 8-hour day, with an increase of 10 per cent. over the present 8-hour day, for the months of January, February, July, August, November and December, and 9 hours a day during the other months, the men to be paid at the same rate for the extra hour; and, furthermore, to grant the 8-hour day for the entire year, as soon as their competitors at Barre, Vt., should do the same. This offer, which was within  $2\frac{1}{2}$  per cent. of the men's demands, was rejected by the union. The business of the season was stated to be ruined, and that already \$100,000 worth of orders had gone from Quincy to other places.

On the 21st the Board went to Quincy and sought and obtained separate interviews with representatives of both sides. A conference of parties was proposed for their consideration, and accepted provisionally on the part of the

men, subject to the ratification of the strikers, who were to meet that evening. The next day information was received that an effort would be made to settle it on the 23d, and encouraging reports continued to come. Finally, however, it appeared that negotiations were at an end. The Board thereupon renewed its efforts to bring the parties together in a conference; but, finding that Messrs. Wadsworth and Pratt, leading business men, were acting as intermediaries between the strikers' union and the employers' association, and matters progressing towards a settlement, assurances were received from the parties that they would promptly notify the Board in case of failure.

On March 27 some carefully formulated propositions were presented simultaneously to the union and to the association by Messrs. Wadsworth and Pratt. The union adopted the propositions; the employers' association rejected them. At this point the Board suggested to the employers that no more new hands be hired while negotiations were pending, in view of the fact that such practice rendered mediation of any kind extremely difficult. Mr. Wadsworth suggested that, because of the union's action, the employers should reconsider their attitude. On the 29th of March the employers met again, preparatory to a conference of parties on the following day. At half-past 9 o'clock in the evening of the 30th the Board was notified that a settlement had been effected in a conference brought about by Messrs. Wadsworth and Pratt. The following are the terms of the settlement:—

SECTION 1. The committee of the Granite Manufacturers' Association and the Quarrymen's Union do establish that 8 hours shall constitute a day's work, beginning April 1, 1902, with the present 9 hours' pay.

SECTION 2. And they agree that, should the business demand it, at the request of the manufacturers, the quarrymen will work one hour over-time during the months of April, May, June, September and October, in 1902; that they will work the same over-time during the months of April, May, June and September, in 1903; that they will work the same over-time during April and May, in 1904; said over-time to be paid for at the regular rate per hour.

SECTION 3. It is further agreed that an 8-hour day throughout the year, with the present 9 hours' pay, shall be established as soon as Barre, Vt., grants it.

SECTION 4. It is further agreed that weekly payments of wages shall be made.

SECTION 5. It is further agreed that there shall be no discrimination on account of participation in the late strike.

SECTION 6. Any difference which shall arise under this bill shall be referred to arbitration, the union to choose one man, the quarry owners to choose another, the two so appointed to choose a third. If any change is desired by either party, three months' notice shall be given, and no cessation of work shall take place while the above Board is considering the case under arbitration.

In addition to these tangible results, it was observed that the better acquaintance of the parties with one another, the moderation and good feeling displayed in the conference, and the misunderstandings that were removed, were distinct gains, "worth nearly the cost of the strike." This agreement was followed by a season of remarkable prosperity and good feeling.

No difficulty occurred until the month of September, when a slight difference arose as to the application of the agreement, the employers requiring the men to work 9 hours that month. The men believed that section 3 of the above agreement negatived that demand, in the following terms: "It is further agreed that an 8-hour day throughout the year, with the present 9 hours' pay, shall be

established as soon as Barre, Vt., grants it." It was claimed that that was precisely what Barre had done, that the employer had violated the agreement, and for that reason the men struck. The employer pleaded that all differences should be left to arbitration. This difficulty, however, was soon settled, and the relations of the employers and employed continued harmonious.

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#### QUARRYMEN—GLOUCESTER.

On Saturday, April 5, a committee representing the Quarry Workers' Union No. 8233, American Federation of Labor, including quarrymen of Cape Ann, presented a new bill of prices to the granite manufacturers of Gloucester, calling for an increase in wages, estimated at about 10 per cent., in the form of an agreement, the terms of which are as follows:—

ARTICLE 1. That nine hours a day shall constitute a day's work for five days in the week and 8 hours for Saturday.

ARTICLE 2. That all over-time be paid for as time and one-half.

ARTICLE 3. That all men receive their pay on pay day during working hours.

ARTICLE 4. That an increase of 2 cents per hour be granted in all departments of labor under the jurisdiction of the Quarry Workers' Union.

ARTICLE 5. That 20 men shall constitute a gang for any blacksmith sharpening paving cutters' tools, and 25 men shall constitute a gang for any blacksmith sharpening quarrymen's tools.

ARTICLE 6. That paving stock be quarried on dimension two ways, grout stock to have one cut face.

ARTICLE 7. That paving cutters be paid 27 cents per hour when requested to work by the hour.

ARTICLE 8. That the price for cutting of Boston, New York, Philadelphia and gutter paving blocks be advanced \$2.50 per 1,000.



ARTICLE 9. That no special blocks be cut unless agreed upon by the union.

ARTICLE 10. That any man desiring to leave a job shall have his pay in full 48 hours thereafter.

ARTICLE 11. That all quarrymen be paid at the rate of 25 cents per hour when requested to load paving.

ARTICLE 12. That no discrimination shall be shown any man.

ARTICLE 13. The foregoing agreement to take effect on May 1, 1902, and remain in force until May 1, 1904.

A difference had arisen on the 19th of March between paving cutters in the employ of the Cape Ann Granite Company concerning the quality of material which the men were required to work, which led to a strike. After a conference on April 12 the matter was satisfactorily adjusted and the men returned to work, but came out again shortly, for the reason, as alleged, that the mode of payment was unsatisfactory. From that time forth considerable apprehension was felt as to how the employers would receive the demand for a new schedule. The employees in question expressed their ability to carry on a prolonged contest if necessary, and a determination to do so, which was reinforced by the fact, as they said, that they were at that time receiving less for 9 hours' work than was paid in other places for 8 hours. The employers in interest were the Rockport Granite Company, Pigeon Hill Granite Company, Cape Ann Granite Company, Edwin Canney, William R. Cheves, Wallace Nickerson and Leonard Johnson.

On the 28th of April the workmen's committee met representatives of the Rockport Granite Company, Pigeon Hill Granite Company and Edwin Canney, to discuss the demand; but no agreement was reached, the employers saying that they could not afford to pay the price asked or accede to the other terms, because business was dull. On

the 30th of April the manufacturers, replying to the unions' final request, expressed through joint committee, refused the increase in wages, and asked for a conference, which was acceded to. At the conference the quarry owners proposed a compromise, which the committee declared must be referred to the respective unions. A protracted meeting of the unions was had in the evening, at which it was unanimously voted to strike on the following day.

On May 1 the quarries were all idle, in consequence of a strike involving all told about 1,000 men. In this condition of affairs, it was generally believed that the controversy in the granite industry of Cape Ann had resolved itself into a contest of endurance. The employers requested that the engineers should keep their machines in operation for pumping, pending a possible settlement. This request was refused. The engineers promised to bank their fires and care for their engines in such a way as to prevent deterioration. On the 2d of May the Board sought an interview with the Rockport Granite Company at its Boston office, and learned that, while the demand for an increase of 2 cents an hour had been refused, the company was willing to compromise on 1 cent, and negotiations to that end had been inaugurated. The Board thereupon concluded to take no further action, pending the outcome of the conferences then going on. On the 20th the Board renewed its efforts at mediation, and on the following day went to Gloucester and had an interview at the Belmont Hotel with the executive committee of the strikers, representing quarrymen, paving cutters, tool-sharpeners, laborers and other day hands. The Board recommended a conference. The committee being favorable, promised to advise the Board of the union's will in the matter, and did so on the following day.

On the 24th the Board sent the following letter :—

STATE BOARD OF CONCILIATION AND ARBITRATION,  
BOSTON, May 24, 1902.

*To the Granite Manufacturers and Granite Workers of Cape Ann.*

GENTLEMEN:—This Board will be in session at the Belmont Hotel in Gloucester on Tuesday next, May 27, 1902, at half-past 1 o'clock in the afternoon, for the purpose of ascertaining what, if anything, may be done to adjust the dispute that has arisen in your industry.

You are hereby invited to appear—the workmen by committee—and confer with one another in the presence of the Board on the question of how best to bring about a settlement.

Respectfully yours,

BERNARD F. SUPPLE, *Secretary.*

On the 27th the parties met, but at City Hall, and conferred on the question of a settlement with the leading quarry owners in the presence of the Board. The conference came to a speedy close on the manufacturers' learning that the workmen's committee had not been vested with full power to negotiate a settlement. The manufacturers expressed a willingness to meet a committee having such power at any time within a week.

The conference was resumed at City Hall on the 29th of May. After a long discussion, an agreement was reached at midnight in the presence of the Board, signed by both parties, as follows :—

AGREEMENT BETWEEN THE QUARRY WORKERS OF CAPE ANN, MASS.,  
AND THEIR EMPLOYERS.

1. That the working time in all departments shall be the same as it has been for the last two years.
2. That all over-time at the request of the employers shall be paid for as time and one-half.
3. That no unnecessary delay shall occur in men receiving their pay on the regular pay day.
4. That an increase of 1 cent per hour be paid to all quarrymen, laborers, engineers and blacksmiths sharpening for quarrymen

and paving cutters, who were in our employ April 30, 1902, and members of the Quarry Workers' Union.

5. That an average of 20 men shall constitute a gang for one blacksmith sharpening paving cutters' tools.

6. That paving stocks be quarried on dimension as near as practicable and consistent with other work. Grout stock to have one smooth or split face.

7. That paving cutters shall be paid 25 cents per hour, when requested to work by the hour.

8. That the price for cutting paving blocks shall be as follows: For large New York and Boston blocks, \$21.50 per M; large Philadelphia blocks, \$18 per M; for Washington blocks, 7 to 12 inches long,  $3\frac{1}{2}$  to  $4\frac{1}{2}$  inches wide,  $5\frac{1}{2}$  to 6 inches deep, \$16 per M; for blocks 7 to 9 inches long, 3 to  $3\frac{1}{2}$  inches wide,  $3\frac{1}{2}$  to 4 inches deep, \$15.50 per M. That on and after March 1, 1903, a further advance of \$1 per M be paid on large New York, large Boston and Philadelphia blocks.

9. If any special paving blocks other than those specified above are required, the price for cutting same shall be proportionately equal to the rate paid for cutting other blocks as named above.

10. That any man desiring to leave his employer shall have his pay in full within 48 hours thereafter.

11. That 25 cents per hour be paid to all good quarrymen while engaged in trimming paving blocks in vessels' holds.

12. That no discrimination shall be shown to any man by either employer or employees.

13. It is mutually agreed between the quarry workers and employers that any disagreement of any kind that may arise shall be settled by and between the employer and employees on the works where the dispute arises. Pending such settlement, it is agreed that there shall be no strike, lockout or suspension of work. The same failing to agree, the dispute to be left to a committee of three, one to be selected by the manufacturers, one by the employees, the third to be selected by the two so appointed, and who must be a disinterested party; the decision of a majority to be final.

14. That 1 cent per hour be further advanced to men as by article 4, commencing May 1, 1903, if business will warrant this advance, 30 days' notice being given.

15. Where monthly payment obtains, pay day shall not be later than the 10th of each month.

16. That this agreement take effect when signed, and stay in force until May 1, 1904. Should either party desire a change at the expiration of said period, three months' notice shall be given previous to May 1, 1904.

Signed May 29, 1902.

FOR THE MANUFACTURERS:

ROCKPORT GRANITE COMPANY,  
By CHAS. S. ROGERS, *Treasurer*.  
PIGEON HILL GRANITE COMPANY,  
By F. SCRIPTURE, *Treasurer*.  
EDWIN CANNEY.  
WM. R. CHEVES.  
JONAS H. FRENCH,  
*President Cape Ann Granite*  
*Company*.  
JOHN MCGEOCH.  
G. ELMER BERRY.

FOR THE QUARRY WORKERS:

THOS. E. WYKES.  
GEORGE F. HODGINS.  
WILLIAM CUDAHY.  
PETER DOWARDO.  
EDWARD HENDRICKSEN.  
A. JOHNSON.  
JOHN C. NEWBOLD.  
WILLIAM STEPHENS.  
CARL BERGSTROM.

*Result.*—The following letter was received:—

AMERICAN FEDERATION OF LABOR,  
QUARRY WORKERS' UNION No. 8233,  
BAY VIEW, MASS., June 6, 1902.

*State Board of Conciliation and Arbitration, Boston, Mass.*

DEAR SIR:—The Quarry Workers' Union No. 8233 of Cape Ann, Mass., desires to thank you all for your kind services in bringing about a settlement in our late strike which was satisfactory to all concerned.

Wishing you all success in your noble work, I remain,

Yours,

CARL BERGSTROM, *Union Secretary*.

No further difficulty in the granite industry at Cape Ann has come to the attention of the Board.

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BOWKER, TORREY & CO.—BOSTON.

In 1901 the marble cutters, polishers, soapstone and slate workers requested an 8-hour day, to go into effect September 1. Nearly all the stone manufacturers employing that kind of workmen conceded the demand, but it is alleged

that no notice whatever was taken of it by Bowker, Torrey & Co., at Boston.

Forty marble cutters ceased working for that firm and went out on strike on February 27, 1902. By March 1 many of the strikers had secured work elsewhere, as the men claimed, at much higher wages. On March 3 the Board interviewed both parties and offered its mediation, with a view to bringing about a friendly adjustment. On the 4th the Board mediated and renewed its mediation on the 5th. The employer was willing to concede the demand, to take effect from the first of next January, stating that all the contracts of the firm were based on a 9-hour work day. The men refused to concede a date so distant. After some hesitation the employer finally offered to concede the demand on September 1. The strikers declined to act upon this offer until they had communicated with 16 of their associates who had gone to work for Fuller & Co. at Pittsburgh, Pa., since it was first necessary to get their collective opinion on the question of declaring the strike off; this could not be obtained for several days, until, say, about March 10. The men in question who had gone to Pennsylvania were workmen of the highest grade and the most desired by the firm. Their families were all in Boston and the vicinity, and for that reason the men might be satisfied with the terms offered. If so, the others would declare the strike off, provided the firm recognized the union, or at least did not ignore it. The Board thereupon suggested a conference, which was finally accepted on both sides; and the president of the union and the firm were brought together by the Board on March 11 to negotiate the terms of a final settlement, which was reached on the 14th. On the 17th the men returned to work.

**CARPENTERS — BOSTON.**

On the 5th of March J. E. Potts, business agent of local union No. 33, United Brotherhood of Carpenters and Joiners of America, and John F. Medland, business agent of Amalgamated Society of Carpenters and Joiners, called, and requested the good offices of the Board to bring about a conference between the journeymen represented by them and the carpenter builders of Boston and the vicinity, for the purpose of effecting a trade agreement to harmonize certain differences that would otherwise before long lead to an open rupture.

The Board called upon the Contractors and Builders' Association, and stated the request of the workmen. The president undertook to lay the matter before the association, and to notify the Board of the conclusion reached. Other employers were visited, with the same end in view. On the 31st of March the following petition was filed: —

*To the Honorable the State Board of Conciliation and Arbitration, Boston, Mass.*

The undersigned respectfully represent that a strike or lockout is seriously threatened in the carpenter branches of the building industry in Boston and vicinity in this Commonwealth, involving general contractors, builders and manufacturers in the wood industry, and about 5,000 employed by said manufacturers, builders, etc., and that the nature of the controversy, briefly stated, is as follows: on or about the 28th of January, 1902, a circular setting forth certain conditions under an agreement, with request that the carpenter builders connected with Master Builders' Association, 166 Devonshire Street, also with Contractors and Builders' Association, 95 Milk Street, would grant said petitioners a conference to consider said circular, the said master carpenters having failed to notify of the appointment of committee or to acknowledge the receipt of circular.

Wherefore, your Honorable Board is respectfully requested to put itself in communication, as soon as may be, with said

employer and employees, and endeavor, by mediation, to effect an amicable settlement between them; and, if the Board considers it advisable, investigate the cause of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

Dated this twenty-fifth day of March, A. D. 1902, in behalf of the United Carpenters' Council of Boston and vicinity.

JOHN F. MEDLAND,

*Chairman of Committee, 812 Saratoga Street, East Boston.*

P. S. MULLIGAN,

*Secretary of Committee, 724 Washington Street.*

In the first fortnight of April several interviews were had with the representatives of both parties. The following correspondence sets forth the aim of the Board at this stage of the negotiations:—

STATE BOARD OF CONCILIATION AND ARBITRATION,  
BOSTON, April 11, 1902.

*Contractors and Builders' Association of the City of Boston.*

GENTLEMEN:—It is our intention to invite you and your employees to appear by committee at a meeting of the Board at the State House on a day to be determined later. The purpose is to devise some plan whereby the 'good feeling existing between the master and journeymen carpenters of Boston and the vicinity may be safeguarded. The method in view, which has been found to yield the best of results in other industries, is not a reference of any point of possible controversy to the judgment of a third party, but rather a conference of the parties in interest in the presence of the Board, at an early date, on the question of a trade agreement. The subject matter of the agreement would of course be determined by the parties. If this proposition is acceded to, we should be pleased to receive prompt advice thereof, with an expression of opinion as to the most available time for the proposed conference.

The experience of the Board, however, while it is in many quarters considered a valuable help to both parties, is not essential; and, if you prefer to meet the men's committee under other auspices at another place, it is by no means impossible to attain good results,—which consummation is all that we seek to bring about. If such method be preferred, we beg leave to suggest that a clause regulating the mode of settling such differences of



opinion as may from time to time arise, and other clauses setting forth the mode of terminating and amending the agreement, might with propriety be included.

An early response will be appreciated.

Respectfully,

BERNARD F. SUPPLE, *Secretary.*

THE CONTRACTORS AND BUILDERS' ASSOCIATION  
OF THE CITY OF BOSTON,

95 MILK STREET, BOSTON, MASS., April 11, 1902.

WARREN A. REED, Esq., *Chairman, State Board of Conciliation and Arbitration.*

DEAR SIR:—A meeting of the master carpenters, members of this association, was called to-day by the president, Walter F. Burk, in response to a request made to him by Mr. Charles Dana Palmer and Mr. Richard P. Barry of your Honorable Board, to take into consideration the matter of the Carpenters' Union request for an increase of wages.

I would beg to inform you that the sentiment of the meeting was that the members of this association employing carpenters would be pleased to confer with the representatives of the union; but, in view of the fact that they form but a portion of the whole of those engaged in business in Boston as master carpenters, and it was the impression that a general conference of about all the principal carpenter builders would be held soon to act upon this question, and our members would probably present their views at that conference, and would probably abide by the decision arrived at by that proposed conference, therefore, whatever the decision of the conference mentioned above in our opinion would practically be the decision of our carpenter members.

Very respectfully yours,

T. F. HARRIGAN, *Secretary.*

After the lapse of a week invitations were sent to employers specified in a list furnished by the workmen:—

STATE BOARD OF CONCILIATION AND ARBITRATION,  
BOSTON, April 18, 1902.

DEAR SIR:—At the request of some of the master carpenters of Boston, and acting under the law, we hereby invite you to meet with other master carpenters at our rooms, 128 State House, Monday afternoon next, at 2 o'clock, to talk over the situation in relation to the claims of the journeymen.

The object of the meeting is to enable the master carpenters to get together, to see whether anything can be done by them in their common interest, in view of the importance of the matter, and in the absence of any better means of bringing it about.

Yours truly,

WARREN A. REED, *Chairman.*

The conference of Monday, April 21, was attended by 10 of the leading carpenter builders, employing about 500 journeymen, and by the workmen's committee. The discussion was friendly, but no conclusions were attempted, in view of the comparatively few employers; a committee of three was appointed to secure a larger attendance at the next meeting, which was to be subject to the call of the Board.

The Board called another meeting at the Parker House, at the request of the employees.

On the 28th, 21 master carpenters met in the presence of the Board at the Parker House, and, having considered the demands of the journeymen, voted that the workmen should receive 35 cents an hour for an 8-hour day after June 1, 1902, and 37½ cents an hour after June 1, 1903; that a committee of six, including the chairman of the Board, should call upon the carpenter builders of the Master Builders' Association, and endeavor to induce them to adopt the same vote. The committee was instructed to consider the advisability of forming an association of all master carpenters. The workmen's committee appeared by invitation and was informed of the vote. Views were exchanged which were satisfactory to all present, and the conference closed.

On April 29 the committee of master carpenters met at the rooms of the Board, and endeavored by correspondence to induce the master carpenters who were members of the Master Builders' Association to join in their deliberations. The committee met from time to time in the first week of

May, and on the 8th Messrs. Shields, Potts, Medland and Deegon announced that a strike would be likely to occur on May 15 if something were not speedily done to avert it. On May 10 the master carpenters' committee addressed a communication to "The Master Carpenters who met at the Parker House on April 28, and such other master carpenters as are willing to co-operate with them," requesting them to meet at the Parker House on May 14 to consider the report of the committee.

The transactions of that meeting were as follows : —

MAY 14, 1902.

At a meeting of master carpenters, held in Parker House on this date : —

*Voted*, That the report of our committee appointed to confer with the employing carpenters at 166 Devonshire Street be accepted, and that the committee be continued to represent us in future conferences.

*Voted*, That we agree to pay journeymen carpenters 35 cents per hour for an 8-hour day on and after June 2, 1902.

*Voted*, That the employing carpenters represented in the conferences held in the Parker House on April 21 and May 14 take part in a meeting of the carpenter builders of Boston and vicinity, to be held in November next, to consider the rate of wages for journeymen carpenters on and after June 1, 1903, and to consider any other business that may properly come before the meeting.

WILLIAM L. RUTAN, *Secretary*.

BOSTON, May 14, 1902.

We, the undersigned, agree to pay journeymen carpenters 35 cents per hour for an 8-hour day on and after June 2, 1902.

WILLIAM L. RUTAN.

WILLIAM SAMBY.

A. G. MINTON.

L. MARTIN & Co.

S. J. OLFINE.

The result of the conference was made known to the committee of the journeymen carpenters. They expressed their

satisfaction with it, and said it would be laid before their fellow workmen at a meeting of the union. The offer of 35 cents was accepted by the unions on May 15, and on the 17th John Medland called by instruction and reported the same. Thus the threatened strike was averted.

On July 8 Messrs. Shields and Potts called and reported that there was no difficulty, but preparations were being made for a conference at the close of the summer season on the subject of an agreement to govern the craft in 1903.

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**IRA G. HERSEY—BOSTON, ATTLEBOROUGH AND NEW BEDFORD.**

Eighty carpenters employed by Ira G. Hersey went out on strike October 9, by way of refusal to work with non-union men. There was danger of the strike spreading. In response to the Board's inquiries, the employer said that he had already offered to refer the dispute to arbitration, and the men had declined; whereupon he paid them off, and told them they might consider themselves discharged. On the following day sympathetic strikes of carpenters occurred in New York, Attleborough and New Bedford, on other buildings being erected by Mr. Hersey, and there was danger in all places of the difficulty extending to allied trades.

As may be seen in the statement of the preceding case, the State Board, being solicitous to strengthen the friendly relations existing in this community between journeymen carpenters and their employers, had mediated between the United Brotherhood of Carpenters and Joiners of America and the Amalgamated Society of Carpenters and Joiners on the one hand, and the large construction companies and associations of carpenters on the other, with the result of

bringing about in a section of the trade an agreement that was extending its influence and including more employers day by day. Negotiations were pending at that time between committees of the United Carpenters' Council and the Master Carpenters' Association, in pursuance of the plan to bring about uniform conditions, and for that reason the strike was very much to be regretted. When the strikers were brought to realize the gravity of striking at such a time, they returned to work with one accord on October 12, and on the next day the sympathetic strikers on all the jobs affected resumed their former positions. There was no recurrence of the difficulty.

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#### **MASTER CARPENTERS' ASSOCIATION—BOSTON.**

The Board had no part in the making of the following agreement between the Master Carpenters' Association of Boston and the Joint Carpenters' Council, made on October 22; but it is inserted here in proper sequence because of its importance in the history of the movement for uniform conditions in the carpentry industry of Boston, and as an exemplification of the present state of collective bargaining:—

*Agreement between THE MASTER CARPENTERS' ASSOCIATION OF THE CITY OF BOSTON, a voluntary association, having a usual place of business in Boston, in the county of Suffolk and Commonwealth of Massachusetts, party of the first part, and THE UNITED CARPENTERS' COUNCIL OF THE CITY OF BOSTON, a voluntary association, composed of and representing the following organizations: Local Unions 33, 1096 and 954 of Boston, 218 of East Boston, 67 of Roxbury, 386 of Dorchester, 959 of Mattapan, 938 of West Roxbury, 438 of Brookline, 625 of Malden, 629 of Somerville, 889 of Allston, 762 of Quincy, 802 of Hyde Park, 862 of Wakefield, 443 of Chelsea, 441 of Cambridge, 780 of Everett, 846 of Revere, 821 of Winthrop and 1197 of Saugus, affiliated with United Brotherhood of Carpenters and Joiners of America;*

Branch 1 of Boston, Branch 2 of Boston, Branch 3 of Roxbury, Branch 4 of South Boston, Branch 1 of Cambridge, Branch 1 of Chelsea, affiliated with Amalgamated Carpenters of Great Britain, having its usual place of business in said Boston, party of the second part, —

*Witnesseth*, That, for the purpose of establishing a method of peacefully settling all questions of mutual concern, the said Master Carpenters' Association of the City of Boston and United Carpenters' Council of the City of Boston, parties of the first and second parts, severally and jointly agree that no such question shall be conclusively acted upon by either body independently, but shall be referred for settlement to a joint committee, which committee shall consist of an equal number of representatives from each association; *and also agree that all such questions shall be settled by our own trade, without intervention of any other trade whatsoever.*

The parties hereto agree to abide by the findings of this committee on all matters of mutual concern referred to it by either party. It is understood and agreed by both parties that in no event shall strikes and lockouts be permitted, but all differences shall be submitted to the joint committee, and work shall proceed without stoppage or embarrassment.

In carrying out this agreement the parties hereto agree to sustain the principle that absolute personal independence of the individual to work or not to work, to employ or not to employ, is fundamental, and should never be questioned or assailed; for upon that independence the security of our whole social fabric and business prosperity rests, and employers and workmen should be equally interested in its defence and preservation.

The parties hereto also agree that they will make recognition of this joint agreement a part of the organic law of their respective associations, by incorporating with their respective constitutions or by-laws the following clauses:—

A. All members of this association do, by virtue of their membership, recognize and assent to the establishment of a joint committee of arbitration (under a regular form of agreement and governing rules); by and between this body and the United Carpenters' Council of Boston and Vicinity, for the peaceful settlement of all matters of mutual concern to the two bodies and the members thereof.

B. This organization shall elect at its annual meeting five delegates to the said joint committee, of which the president of this association shall be one, officially notifying within three days thereafter the said United Carpenters' Council of Boston and Vicinity of the said action and of the names of the delegates elected.

C. The duty of the delegates thus elected shall be to attend all meetings of the said joint committee, and they must be governed in this action by the rules jointly adopted by this association and the said United Carpenters' Council of Boston and Vicinity.

D. No amendments shall be made to these special clauses, A, B, C and D of these by-laws, except by concurrent vote of this association with the said United Carpenters' Council of Boston and Vicinity, and only after six months' notice of proposal to so amend.

The joint committee above referred to is hereby created and established, and the following rules adopted for its guidance: —

1. This committee shall consist of not less than six members, equally divided between the associations represented. The members of the committee shall be elected annually by their respective associations at their regular meetings for the election of officers. An umpire shall be chosen by the committee at their annual meeting, *as the first item of business after organization*. This umpire must be neither a workman nor an employer of workmen. He shall not serve unless his presence is made necessary by failure of the committee to agree. In such cases he shall act as presiding officer at all meetings and have the casting vote, as provided in Rule 7.

2. The duty of this committee shall be to consider such matters of mutual interest and concern to the employers and the workmen as may be regularly referred to it by either of the parties to this agreement, transmitting its conclusions thereon to each association for its government.

3. A regular annual meeting of the committee shall be held during the month of January, at which meeting the special business shall be the establishment of "Working Rules" for the ensuing year; these rules to guide and govern employers and workmen, and to comprehend such particulars as rate of wages per hour, number of hours to be worked, payment for over-time,

payment for Sunday work, government of apprentices, and similar questions of joint concern.

4. Special meetings shall be held when either of the parties hereto desire to submit any question to the committee for settlement.

5. For the proper conduct of business, a chairman shall be chosen at each meeting, but he shall preside only for the meeting at which he is so chosen. The duty of the chairman shall be that usually incumbent on a presiding officer.

6. A clerk shall be chosen at the annual meeting, to serve during the year. His duty shall be to call all regular meetings, and to call special meetings when officially requested so to do by either body party hereto. He shall keep true and accurate record of the meetings, transmit all findings to the associations interested, and attend to the usual duties of the office.

7. A majority vote shall decide all questions. In case of the absence of any member, the president of the association by which he was appointed shall have the right to appoint a substitute in his place. The umpire shall have casting vote in case of tie.

*In witness whereof*, The parties hereto, duly authorized by their respective constituent associations, have caused these presents to be subscribed, and their respective seals to be affixed, by officials hereunto duly and specially authorized and empowered, this twenty-second day of October, A.D. 1902.

THE MASTER CARPENTERS' ASSOCIATION OF THE CITY OF BOSTON,

By E. NOYES WHITCOMB, *President*.

JOHN Y. MAINLAND, *Secretary*.

SUFFOLK, ss. BOSTON, Oct. 22, 1902.

Then personally appeared the above-named E. Noyes Whitcomb and John Y. Mainland, and acknowledged the foregoing instrument to be the free act and deed of the Master Carpenters' Association of the City of Boston.

Before me,

EUGENE C. UPTON, *Notary Public*.

THE UNITED CARPENTERS' COUNCIL OF THE CITY OF BOSTON AND VICINITY,

By JOHN CUSSACK, *President*.

M. J. McLEOD, *Secretary*.

SUFFOLK, ss. BOSTON, MASS., Oct. 25, 1902.

Then personally appeared the above-named John Cussack and M. J. McLeod, and each acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the United Carpenters' Council of the City of Boston and Vicinity.

W. P. COOLBAUGH, *Justice of the Peace*.



## WORKING RULES FOR THE TERM ENDING MAY 1, 1904.

## DECLARATION OF PRINCIPLES.

In carrying out this agreement, the parties hereto agree to sustain the principle that absolute personal independence of the individual to work or not to work, to employ or not to employ, is fundamental, and should never be questioned or assailed; for upon that independence the security of our whole social fabric and business prosperity rests, and employers and workmen should be equally interested in its defence and preservation. And, inasmuch as the United Carpenters' Council is now being recognized as a proper body to co-operate with in settling all matters of mutual concern between employers and workmen in this trade, it shall be understood that the policy of the Master Carpenters' Association shall be to assist the said council and its constituent unions to make their bodies as thoroughly representative as possible.

## WORKING RULES.

1. *Hours of Labor.*—From May 1, 1903, to May 1, 1904, not more than 8 hours labor shall be required in the limits of the day, except it be as over-time, with payment for same as herein provided, except in shops where the time shall be nine hours.

2. *Working Hours.*—The working hours to be from 8 A.M. to 12 M., and from 1 P.M. to 5 P.M., with one hour for dinner, during the months of February, March, April, May, June, July, August, September, October. During the months of November, December and January each employer and his employees shall be free to decide as to the hours of beginning and quitting work, always with the understanding that not more than 8 hours shall be required, except as over-time as herein provided for.

3. *Night Work.*—Eight hours to constitute a night's labor. When two gangs are employed, working hours to be from 8 P.M. to 12 M., and from 1 A.M. to 5 A.M.

4. *Over-time.*—Over-time to be paid for as time and one-half.

5. *Double Time.*—Work done on Sundays, Fourth of July, Labor Day, Thanksgiving and Christmas days, to be paid for as double time.

6. *Wages.*—From this date of agreement to May 1, 1903, the minimum rate of wages to be 35 cents per hour; from May 1,

1903, to May 1, 1904, the minimum rate of wages to be 37½ cents per hour.

7. *Pay Day.*—Wages are to be paid weekly, at or before 5 P.M. of the established pay day of each employer.

8. *Waiting Time.*—If any workman is *discharged*, he shall be entitled to receive his wages at once; and, failing to so receive them, he shall be entitled to payment at regular rate of wages for every working hour of waiting time which he may suffer by default of the employer. If any workman is *laid off* on account of *unfavorable weather*, he shall not be entitled to waiting time. If any workman is *laid off* on account of *lack of materials*, he shall be entitled to receive pay for every working hour, at the regular rate of wages, until notified that work must be temporarily suspended; and in that event he shall be entitled, on demand, to receive his wages at once, the same as in case of discharge. Should an office order be issued to a workman in payment of his wages, the workman shall be entitled to additional time sufficient to enable him to reach the office to receive payment.

9. *Business Agent.*—The business agent of the Carpenters' Union shall be allowed to visit all jobs during working hours to interview the steward of the job, and for this purpose only. Nothing in this rule shall be construed as giving such agents any authority to issue orders controlling the work of workmen, or to interfere with the conduct of the work, and any infringement of this rule shall make the agent so infringing liable to discipline, after investigation.

The question of shop work being of vital importance to mill men in Boston and vicinity, thorough consideration will be given to this subject during the year, to the end that comprehensive action may be taken to equalize conditions.

E. NOYES WHITCOMB,

JOHN Y. MAINLAND,

IRA G. HERSEY,

FRELON MORRIS,

WALTER S. GERRY,

*Committee representing*

*Master Carpenters' Association.*

WM. J. SHIELDS,

CHARLES A. McDONALD,

JOHN CUSSACK,

JOHN F. MEDLAND,

JOHN E. POTTS,

*Committee representing*

*Carpenters' Council.*

At the present writing the committee of employers appointed at the Parker House is seeking to secure the assent

of the master carpenters of the Contractors and Builders' Association to the terms set forth in the above "working rules."

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#### **WEAVERS—FALL RIVER.**

In 1901 the textile unions of Fall River demanded an increase of 10 per cent., which was refused, for the reason, as alleged, that the difference between the cost of raw material and the price of the product, in the presence of the competition of southern mills and over-production, had resulted in conditions that would not warrant such an increase. The date for a strike had been set for October 31, but the employees reconsidered the matter, and the difficulty for the time being disappeared from notice. The foregoing briefly summarizes our statement of the difficulty of 1901 as it is set forth in our sixteenth report. The winter having passed, a recurrence of the difficulty attracted the attention of the public.

On March 15, 1902, the Board communicated with the mayor of Fall River concerning a report of a threat to strike on Monday, the 17th, and learned that both sides were in conference, endeavoring to negotiate a settlement. The Board took occasion to say that, in case of disagreement or when negotiations began to flag for any reason, the Board would be pleased to mediate between the parties. A similar offer was made to Mr. James Whitehead, secretary of the Fall River Weavers' Association; but he said that it was too late to arrest the strike, for the reason that it would require more than a week to bring the organizations together, as requested by the Board, — that is to say, too late unless something were done forthwith. He urged the Board to go to Fall River without delay. Although the

Board was at this time immersed in affairs growing out of the settlement of the great sympathetic strike which followed the teamsters' difficulty in Boston, preparations were made to go to Fall River. On the point of departure, however, it was learned from the Associated Press that some mills had posted notices that the demand of the textile workers for a 10 per cent. increase in wages would be granted, and that there were good prospects of a settlement. Further communication was thereupon had with Mr. Whitehead, who confirmed the statement, saying that it warranted a hope that all the other mills of the manufacturers' association would conform to the example. On the same day, Saturday, the association met in special session and conceded the 10 per cent. increase. This was most opportune, and nothing less could have prevented a strike on the following Monday morning. This controversy was but one phase of the movement that spread throughout the textile industry of New England. We shall have occasion to treat of other phases of this movement in other parts of the present report.

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#### **GENERAL TRANSPORTATION STRIKE—BOSTON.**

In the autumn of 1901 a movement was begun in the teaming industry of Boston for a schedule of time and wages for team driving. A strike was apprehended, and earnest efforts were made by this Board and prominent citizens to avert the difficulty. A settlement was concluded on the 10th of January between the team drivers and all the leading master teamsters of Boston, with perhaps one exception. On the 20th of January, however, the team drivers employed by the R. S. Brine Transportation Company went out on strike, alleging as the reason that their

recent employer did not live up to its agreement. Efforts were made by the Board and by prominent citizens and by the National Civic Federation to bring about an understanding, but without avail. The R. S. Brine Company claimed that it was not bound by the agreement of January 10; on the 24th of January it secured from the Superior Court a temporary injunction restraining the Teamsters' Union from interfering with its business, and on the 27th applied for a permanent injunction. On February 28 the injunction against the union and officials, except the president of the Allied Freight Transportation Council, was made permanent. Union workmen were loth to handle goods drawn by the R. S. Brine Transportation Company. That employer, however, with the aid of new hands and others who had refused to participate in the strike, continued its business under the protection of the police. At this juncture the gravity of the difficulty was increased by the discharge of James Sheehan from one of the freight houses.

On the 1st of March notice was received from the late John F. O'Sullivan, general organizer of the American Federation of Labor, of a difficulty among freight handlers in the employ of the Boston & Albany Railroad, arising out of the discharge of a freight handler named James Sheehan, for absence which was alleged to be without leave. The Board immediately communicated with the Allied Freight Transportation Council, of which Mr. Sheehan was a member; and interviews were had with Mr. Sheehan, Oscar F. Cox, president of the council, Messrs. Hartnett and Cavanagh, representing team drivers and expressmen, and with other labor representatives. It appeared that Sheehan's absence had been for the purpose of visiting the State Board of Conciliation and Arbitration, with a view to composing

the recent difficulties in the teaming industry; that he had received permission in the first instance for a particular span of time, and that, when it was drawing to a close, foreseeing that he would be needed further before the State Board and at court, he requested an extension of the time through a fellow employee, who assured him that the management of the freight house had granted the request. When a lull in the teaming difficulty occurred, Mr. Sheehan returned to the freight house for the purpose of resuming his occupation, but was not allowed to go to work, neither was he at first plainly discharged, until, having gone from one officer to another, he learned that he was no longer an employee of the company, his place having been filled. The Allied Freight Transportation Council was in session for the purpose of mapping out a course of action contingent upon events in the near future. It had not been given control of the freight handlers' controversy, the management of which remained thus far with the Freight Handlers and Freight Clerks' Union, of which Sheehan was a member.

The Board, therefore, on the following day, Sunday, March 2, met the freight handlers at Puritan Hall. The members of their committee expressed themselves as eager to employ all peaceful measures, and repudiated the idea of a strike except as a last resort; admitted that such an expedient would be a great calamity, and that none would suffer more than themselves. Not being possessed of much money, a few weeks would bring the best of them to destitution; but the union was large, and in the present temper it seemed to many that a strike was inevitable. Their pacific course in the past had been interpreted as weakness and pretence; and it was a serious question

whether they should continue in the way of peace, be misunderstood and gain nothing, or strike and possibly lose, but emphasize the fact that there were serious grievances to be corrected. Every man resented, they said, the discharge of James Sheehan as a blow to himself, since Sheehan's efforts had all the while been devoted to the interest of industrial peace.

The committee informed the Board that they had an engagement to see one of the officers of the railroad on the 3d, and preferred to await the outcome of the interview before saying what they would or would not do. Subsequently it was reported to the Board that a faint hope of a good result from the interview with the employer was the sole reason for postponing the strike. The conduct of the freight handlers' difficulty was placed in the hands of a committee of three, consisting of Messrs. Cox, Cavanagh and Mahoney of the Allied Freight Transportation Council. On Monday, March 3, that committee called for the purpose of invoking the immediate action of the Board.

The Board thereupon went to the general manager of the Boston & Albany Railroad and offered its services as mediator. The manager said he would receive the committee and investigate any grievance they might allege, but could not at present express any opinion as to what course of action he might pursue. Interviews were had daily with both sides, but no conclusion was reached.

The men engaged in handling freight were reluctant to assist in unloading by going upon the wagons of the R. S. Brine Transportation Company, and difficulty was anticipated in the freight houses of the various railroads. The New York, New Haven & Hartford Railroad Company early in March had an interview with a committee of freight

handlers upon the question. These men expressed an apprehension that bodily injury, inflicted by lawless onlookers, might result to their associates who went upon the Brine wagons to assist in unloading, yet said they would continue to assist the drivers until it became dangerous to do so; but, since the railroad would not indemnify them for injury received in such a case, it could not expect them to perform such work at such a risk. Freight delivered at stations from wagons is supposed to be unloaded by the driver; but in case of heavy packages, for the sake of dispatch, the railroad employees had been accustomed to assist by going upon the wagon or truck, and, while there was no formal rule, it was well known that they were expected to do so. There was no objection made on their part against unloading the wagons of other transportation firms, but instances arose where they did refuse to assist drivers who did not display the button of the Team Drivers' Union, without regard to the employer, whoever he might be. One of these had been discharged by the management of the railroad, and the fact was discussed by the employer and the union committee. The man was not taken back, and nothing was done about the matter. The management took occasion, however, to announce that it insisted upon treating all its customers alike; all teamsters requiring assistance from freight handlers at the company's station must receive it, without regard to the employer in question.

On March 8 employees of the New York, New Haven & Hartford Railroad belonging to unions represented in the Allied Freight Transportation Council, freight handlers and freight clerks, to the number of 600, went out on strike, alleging as a reason therefor the refusal of the employer to reinstate 11 men discharged because they would not handle



goods drawn to the station by teams of the R. S. Brine Transportation Company.

On March 9 a sympathetic strike, involving employees of railroads and steamship companies engaged in the transportation of freight, variously occupied as freight handlers, freight clerks, longshoremen, etc., went out on strike; and this soon extended to members of the various branches of the Team Drivers' International Union in the employ of express companies, truckmen and others transporting or receiving freight. The number all told amounted to about 20,000. Committees from the various unions waited upon the Board, gave official notice of the difficulty, and the Board interviewed the general manager of the New York, New Haven & Hartford Railroad several times. He said on March 10 that he could not discriminate between freight carriers, nor permit his employees to do so. The places of all the strikers had been filled, he had more applicants than he needed, and he did not anticipate any further trouble. He purposed to retain the new hands, if they were fit to do the work. The Board learned that the outgoing freight had been moved from the station on Sunday, March 9, but there was a congestion of inward freight.

On March 10 the Board called upon the mayor, the Merchants' Association, Chamber of Commerce, Associated Board of Trade and other bodies representing employers and the public, to consider some plan by which the difficulty might be solved; and at a preliminary meeting on the 12th arrangements were made for a formal conference of parties representing all the business interests of the city. Efforts were also made to secure the attendance of labor men of the widest experience and influence.

The conference was held at the rooms of the Board at the

State House, at 2 o'clock in the afternoon of Thursday, March 13. George F. Stebbins appeared in behalf of the master teamsters; W. Chamberlain represented the New York, New Haven & Hartford Railroad; Lucius Tuttle, president, the Boston & Maine Railroad; William H. Barnes, general manager, the Boston & Albany Railroad. On the part of the strikers there appeared: William Hartnett, president of Team Drivers' Local Union No. 25; Oscar F. Cox, M. F. Cavanagh, James J. Lane and Geoffrey Powers, of the Allied Freight Transportation Council, accompanied by counsel John Weaver Sherman, Esq.; C. J. O'Leary, C. Mahoney, P. J. Devine and others for the freight clerks and freight handlers. The following labor men also appeared, by invitation of the Board: James Duncan, vice-president of the American Federation of Labor; Thomas H. Canning, secretary-treasurer of the Knights of Labor; John F. O'Sullivan, vice-president of the International Typographical Union; William H. Frazier, secretary-treasurer of the International Seamen's Union; James J. Donnelly, general worthy foreman of the Knights of Labor; Frank H. McCarthy, president of the State branch of the American Federation of Labor; James R. Crozier, president of the Boston Central Labor Union; John A. Kenny and Mark B. Mulvey, respectively president and business agent of the Building Trades Council; and General President Ennis of the International Team Drivers' Union, His Honor Mayor Collins, responding also to the invitation of the Board, came, accompanied by Ralph M. Easley of the National Civic Federation and Frank P. Sargent, vice-president of the Brotherhood of Locomotive Engineers. The Chamber of Commerce was represented by Jerome Jones and George H. Leonard; the Associated Board of Trade by

James Richard Carter and John Mason Little; the Boston Merchants' Association by Amory A. Lawrence, A. C. Farley, E. B. Wilson and E. H. Walcott; Messrs. William Craig and H. S. Bean represented the Boston Fruit and Produce Exchange.

His Excellency W. Murray Crane, Governor of the Commonwealth, — being notified that strike leaders and employers, national and local labor chiefs, and men representative of the public and of the business interests of the community were in session with the State Board of Conciliation and Arbitration for the purpose of devising a plan of settling the Boston sympathetic strike, — requested that no adjournment be had without notifying him.

The subject was discussed exhaustively. It was shown that the difficulty was not confined to the teaming, handling, storing and transporting of freight, nor to Boston, but extended to the shipping and the building trades, to manufacturing and mercantile houses and to other cities. But for the influence of the Governor at one critical stage the State printing plant would have been tied up through shortage of coal, which the coal drivers at first refused to deliver. In like manner the influence of Mayor Collins with the strike leaders secured coal for the hospitals of Boston. The expressmen of Lynn had gone out on strike. Hotel keepers in various places were compelled to resort to private transportation of food and other supplies. Personal clerks, foremen, bookkeepers, office employees and inexperienced newcomers had been set at work to handle perishable goods. The wharves were crowded with merchandise that could not be moved. Steamships were delayed in the docks, or obliged to leave with but little cargo. About 20,000 in all were involved in the strike — rather more than less that number.

The conciliatory speeches of Messrs. John Mason Little and James Richard Carter, and the eloquent addresses of Mr. Lucius Tuttle and His Honor the mayor were effective in clarifying opinion and harmonizing conflicting interests. Towards the close, on motion of His Honor the mayor, a committee of seven was appointed to consider with the Board a plan of settlement. Subsequently the mayor and Mr. Ralph M. Easley were added to the committee. In response to invitation, the committee and the labor leaders went to the Executive chamber and discussed the difficulty in the presence of the Governor as chairman. His Excellency made the proposition that, if the leaders would declare the strike off and the strikers apply for their former positions, he would use his best endeavors to secure them re-employment, and the abolition of the freight house custom of helping to unload wagons. The offer was accepted, and the strike of four days' duration was thereupon declared off. A sense of impending evil was lifted from the community by this act of the Governor, and expressions of thankfulness were heard on all sides.

By March 15 a great many of the strikers had returned to work and been taken back; but the failure of others in some quarters was productive of anger among members of the trades unions, and a recurrence of the strike was talked of. Under the direction of the Governor, and in conjunction with the committee appointed at the conference, the Board endeavored to restore to work the men who had struck, and to their own places as far as possible. Repeated visits were made to the railroad stations and to the offices of transportation companies on the water front, with a view to securing employment for strikers who, for one reason or another, had not been received into their former positions. Valuable assistance was received from Mr. Ralph M. Easley of New

York, secretary of the National Civic Federation, and the Hon. Charles J. Bonaparte of Baltimore.

Owing to the suddenness with which the strike was ended, and to the large number of new men that had been installed in strikers' places, it was difficult at first to find vacancies under the large employers. The sequel was long drawn out. Various difficulties were experienced on all sides, which required infinite tact and delicacy to compose.

On April 5 a parade of unemployed was organized. It was expected to be a large demonstration, but only 120 men appeared in line to represent those who had been disappointed in securing their former places. From careful estimates in the possession of the Board it appears that of the whole number about 350 failed to secure re-employment,—a large number indeed, but relatively small, being less than  $1\frac{3}{4}$  per cent. of those who went on strike. If from this number—350—could be subtracted the number of men who changed their occupation or through pride refused to apply for their former positions, the percentage would be materially diminished. The workmen estimated a smaller ratio. On April 16 the strike committee published a statement declaring that there were fewer than 300 men not yet reinstated.

On the 17th of April the last lingering phase of the sympathetic strike disappeared from the Board's notice.

In closing the report of this important case, the Board desires to express its appreciation of the untiring and unselfish assistance given by officials and public-spirited citizens who co-operated with it to promote the general welfare.

**MASSACHUSETTS COTTON MILLS, MERRIMACK  
MANUFACTURING COMPANY, BOOTT COTTON  
MILLS, HAMILTON MANUFACTURING COMPANY,  
TREMONT AND SUFFOLK MILLS, LAWRENCE  
MANUFACTURING COMPANY, APPLETON COM-  
PANY—LOWELL.**

On March 26, Francis W. Qua, city solicitor of Lowell, and William E. Badger, acting mayor, gave notice of a threat of textile workers, employed in the mills at Lowell, to strike for higher wages, and requested the Board to interpose with a view to averting the difficulty. The loss that a general strike involving 20,000 textile workers would inflict on poor families would be incalculable, and no effort should be spared that gave but the slightest promise of success. The late mayor, Hon. Charles A. R. Dimon, communicated to the Board likewise, and earnestly bespoke its immediate attention to the difficulty.

The Board went to Lowell and met Messrs. Badger and Qua, and had an interview with William Rafferty, president, and Joseph Ashton, treasurer, of the Textile Council, a delegate body representing all the unions, for the purpose of learning the grievances, preparatory to acting as mediator. Learning that a meeting of the Textile Council was to be held that evening, the Board recommended use of every peaceable measure before resorting to a strike, and requested that a committee be appointed to confer on the question of a settlement with the mill agents. This advice was favorably received. The Board called upon the agent of the Massachusetts Mills, Mr. Southworth, who said in reply to inquiries that he believed the agents of the seven cotton mills involved would respond to an invitation to a conference in the presence of the Board, and would then present

a full statement of the reasons for refusing the employees' demand for the 10 per cent. increase in wages.

On the 27th of March the Board sent the following letter : —

*To the Textile Manufacturers and their Employees of Lowell, Mass.*

GENTLEMEN : — This board purposes to resume its inquiry into the difficulty in your industry, with a view to assisting at a settlement, if possible. To this end you are hereby invited to meet one another by committee in the presence of the Board at 2 o'clock in the afternoon of next Saturday, March 29, at the City Hall in Lowell, for the purpose of a conference on the question of how best to bring about an adjustment.

Respectfully,

BERNARD F. SUPPLE, *Secretary.*

On the 28th the acting mayor of the city of Lowell called a meeting of citizens, at which all the unions involved and the management of the seven mills in question appeared. At a late hour of the night the Hon. Charles S. Lilley, who presided at the meeting, notified the Board that a mode of settlement had been agreed upon, and that during the deliberations of a committee appointed for the purpose of devising a settlement the unions were to return to work, which rendered a further conference of parties unnecessary, and the Board's contemplated visit was postponed indefinitely.

On June 5 the committee made the following report, which recites the manner in which the strike was averted : —

HON. WILLIAM E. BADGER, *Acting Mayor of the City of Lowell.*

DEAR SIR : — On the twenty-sixth day of March last, at a meeting of the Lowell Textile Council, attended by delegates from nine labor unions, which comprised a considerable number of the employees in the mills of this city, a strike by all the members of such unions was ordered by vote of the meeting for the following Monday, March 31, unless in the mean time an advance of 10 per

cent. in their wages should be granted by the officials of the mills in which they were employed.

The officers of the mills having declined to increase wages, it was the general expectation on March 27 that the vote referred to would be carried into effect. A strike would have been disastrous to the entire community. Every local interest would have suffered severely; seven of the largest mills in the city would have been closed for an indefinite period of time; nearly 17,000 operatives would have been without employment; \$125,000 paid in wages weekly and not less than \$15,000 per week paid by the seven mills referred to for supplies purchased from local dealers would have been withdrawn from the channels of trade. Such a situation was to be deplored by all men having the best interests of the community at heart.

In this crisis, at your invitation we assembled at City Hall on Friday, March 28, to consider what if anything might be done to avert the impending strike. None of us courted the task; in fact, all of us entered upon it reluctantly, and much distrusting our ability to effect the object in view. None of us had any interest to promote other than that which was common to all of our citizens. Pressing engagements were waived, and personal business of importance was neglected, in obedience to what seemed to us to be an imperative summons to civic duty.

After organizing as a committee, we invited Messrs. William Rafferty, Joseph Ashton, Robert Conroy, Patrick Sheridan, D. J. Morrow, Michael Dugan and J. P. McDonald, gentlemen constituting a committee appointed at the meeting of the Textile Council above mentioned, to meet us at City Hall. They kindly responded to our invitation at once.

We said to them in substance that we did not intend to meddle with their affairs, or to thrust our advice upon them, or to officiously interpose between them and the officials of the mills; that our attitude was simply that of men who were interested in the general public welfare; that we should much regret to see a strike; and that our services were at their command, if it occurred to them that we could be useful to them in any way in the pending controversy.

Later in the day we used substantially the same language in stating our position to such of the agents and superintendents of



the mills affected by the vote referred to as could be reached, they courteously meeting us at City Hall, in response to our invitation. In our interview with these gentlemen we asked if the desired advance in wages could not be made, urging upon them such considerations as occurred to us in favor of a substantial increase. They informed us that, while it would be personally gratifying to them to see wages advanced, yet the state of the business of the mills was such that any increase whatever would then be impossible; but that when, and as soon as, the conditions of trade were such as to admit of higher wages, they would gladly favor an increase.

We at once reported the result of this interview to the committee of the Textile Council, regretting as much as they that our report was not more satisfactory. We could only say to them that the issue rested with them; that we hoped that, in deciding upon their course of action, they would carefully consider the effect of a strike not only upon the operatives, but upon the entire community, the probability or improbability of its success, and the possible consequences of defeat in case of failure; and we asked of them due consideration of the many suggestions which they had permitted us to make.

This is but the briefest summary of conferences and interviews which occupied us continuously from noon of Friday, March 28, until 4 o'clock the following Saturday morning, at which time the committee of the Textile Council informed us that they had decided to take the responsibility of declaring the strike off.

In making this announcement, they asked us if we would make a further effort to secure an increase in wages, and use our influence to that end. We immediately replied that we would do so, at the same time stating explicitly that we did not know that we could influence the officials of the mills in the slightest degree; and repeating what had been said by us before in the course of the preceding day and night, — that it would be idle for us to give any assurances; that they should not proceed upon the assumption, from anything we had said, that wages would be increased; that we personally were powerless in the matter, and could only use in their behalf such influence, if any, as we possessed.

In our interview with the agents and superintendents above mentioned they informed us that the mills affected by the vote

referred to, in anticipation of its being carried into effect on Monday, March 31, had made preparations, involving considerable labor and expense, for a period of idleness beginning on that day; and it became a question with us whether the conditions would be such as to admit of the usual employment of the operatives on Monday morning, which the committee of the Textile Council seemed to think desirable. We therefore appointed a sub-committee, consisting of Messrs. Pollard, Fifield, O'Sullivan and Lilley, to confer with the agents and superintendents of the mills on that subject at the earliest moment; and, remaining at City Hall for that purpose until late Saturday forenoon, they there met those officials, who assured them that, although the time was short, every effort would be made to have the mills in running order on Monday morning. We understand that substantially all of the employees were provided with employment as usual at that time.

Pursuant to our promise to the committee of the Textile Council to make a further effort to secure an advance in wages, we appointed a sub-committee, consisting of Messrs. Pollard, Fifield, O'Sullivan and Lilley, to interview the treasurers of the manufacturing companies affected by the vote of the council above mentioned upon that subject; and on April 7 last, at Boston, the sub-committee met Messrs. Charles L. Lovering, treasurer of the Massachusetts Cotton Mills and the Merrimack Manufacturing Company; Eliot C. Clarke, treasurer of the Boott Cotton Mills; Charles B. Amory, treasurer of the Hamilton Manufacturing Company; Alphonso S. Covell, treasurer of the Tremont and Suffolk Mills; Clifton P. Baker, treasurer of the Lawrence Manufacturing Company; and Alexander G. Cumnock, treasurer of the Appleton Company.

The sub-committee was received by the treasurers courteously, and discussed with them at length the labor situation in Lowell, narrating in detail what had taken place from the time we consented to act as a committee by your appointment, and giving especial emphasis to our appreciation of the public-spirited attitude of the committee of the Textile Council, and of the high class of operatives whom the latter represented. The sub-committee urged an increase in the wages of the employees in the mills, presenting many considerations in support of the request. Without giving a decisive answer at that time, but stating that the request would be given careful consideration, the treasurers yet said that the con-

ditions of the market as affecting both material and manufactured product were most unpromising for the companies represented by them; that in the case of some of them they could more profitably suspend operations entirely than continue running their mills under an increased schedule of wages; and that, in the absence of unexpected favorable changes in the conditions of trade, it would probably be necessary to close at least two of the largest mills in the city during a considerable part of the summer.

The sub-committee having duly reported to us, we communicated with the committee of the Textile Council, and at their suggestion met the members of the council at City Hall on the evening of April 15 last. At this meeting, which was largely attended, we gave a full account of the interview of the sub-committee with the treasurers; and then said that we doubted if we could be of further service as a committee, but that, if the members of the council so desired, we would maintain our organization for a time, in anticipation of any possible opportunity for usefulness to them or to the public. It was the desire of the council, expressed to us in flattering terms, that we should not then terminate our organization.

We were not encouraged to believe that an advance in wages could be secured; but, deeming it proper to make another effort in that behalf, we instructed the sub-committee above mentioned to seek another conference with the treasurers, whereupon they addressed a letter to those gentlemen on April 23, of which the following is a copy:—

LOWELL, MASS., April 23, 1902.

TO CHARLES L. LOVERING, Treasurer Massachusetts Cotton Mills and Merrimack Manufacturing Company; ELIOT C. CLARKE, treasurer Boott Cotton Mills; CHARLES B. AMORY, treasurer Hamilton Manufacturing Company; ALPHONSO S. COVEL, treasurer Tremont and Suffolk Mills; CLIFTON P. BAKER, treasurer Lawrence Manufacturing Company; ALEXANDER G. CUMNOCK, treasurer Appleton Company.

GENTLEMEN:—The undersigned, a sub-committee of the citizens' committee appointed by the acting mayor of Lowell some weeks since, to consider what might be done to avert a strike of the employees in the mills then apparently imminent, having duly reported the result of their recent conference with you at Boston, are instructed by the general committee to seek another interview with you at your early convenience, upon the subject of an advance in the wages of the operatives, if not of 10 per cent., then of 5 per cent., or some substantial amount.

Pursuant to such instruction, they write to say that they will esteem

it a favor if you will kindly appoint a time when they may meet you for the further consideration of the subject referred to.

Very respectfully,

C. S. LILLEY.

A. G. POLLARD.

GEO. W. FIFIELD.

HUMPHREY O'SULLIVAN.

A reply, of which the following is a copy, was received by the sub-committee on April 26 : —

BOSTON, April 24, 1902.

Messrs. C. S. LILLEY, A. G. POLLARD, GEO. W. FIFIELD, HUMPHREY O'SULLIVAN.

GENTLEMEN : — We acknowledge the receipt of your communication, dated April 23. We regret being obliged to say that the condition of business with the corporations which we represent is more unfavorable than when we met you a short time since. Therefore, under present conditions it will be impossible to grant any advance whatever in wages, and we feel that no satisfactory result can come of another interview.

Yours truly,

MASSACHUSETTS COTTON MILLS,

by CHARLES L. LOVERING, *Treasurer*.

MERRIMACK MANUFACTURING COMPANY,

by CHARLES L. LOVERING, *Treasurer*.

BOOTT COTTON MILLS,

by ELIOT C. CLARKE, *Treasurer*.

HAMILTON MANUFACTURING COMPANY,

by CHAS. B. AMORY, *Treasurer*.

TREMONT AND SUFFOLK MILLS,

by A. S. COVEL, *Treasurer*.

LAWRENCE MANUFACTURING COMPANY,

by C. P. BAKER, *Treasurer*.

APPLETON COMPANY,

by A. G. CUMNOCK, *Treasurer*.

Having invited the committee of the Textile Council to meet us, we placed this correspondence before them, and, at their request, gave it to the press for publication.

As we stated to the council, we had exhausted every resource without avail to secure the desired increase in wages, and could see no way in which we could do more in their behalf. They expressed at that time, as well as upon several previous occasions, their entire satisfaction with our efforts to promote their cause, which, to our as well as their regret, had not proved more successful.

In making this report, which is to be considered a final one, discharging us from further service, we feel it to be our duty to place on record our appreciation of the fairness, good sense and breadth of view of Messrs. William Rafferty, Joseph Ashton, Robert Conroy, Patrick Sheridan, D. J. Morrow, Michael Dugan and J. P. McDonald. That the threatened strike, with all of its disastrous consequences, was averted, was due to the courage and public-spirited attitude of these gentlemen at a most critical time. Their fellow employees, as well as the entire community, are under a lasting debt of gratitude to them for their inestimable service.

We regret that our associate, Mr. Humphrey O'Sullivan, who rendered conspicuously efficient service in the conferences and interviews of which we have spoken, is unable, by reason of absence from home, to join us in this report.

Our thanks are due to Mr. William J. Meloy, who has acted as our secretary, and who, by his courtesy and prompt attention to all requests for his assistance, has greatly facilitated our labors.

Respectfully submitted,

CHAS. S. LILLEY.

ARTHUR G. POLLARD.

GEO. W. FIFIELD.

ORRIN B. RANLETT.

PATRICK GILBRIDE.

W. A. PARTHENAIS.

J. E. SHANLEY.

FREEMAN M. BILL.

GEORGE H. TAYLOR.

CALEB L. SMITH.

J. H. GUILLET.

The action of these public-spirited citizens is very much to be commended; and the sacrifices of time and convenience that were made by them were more than compensated by the prompt cessation of a difficulty that threatened misfortune to thousands of families, and would have seriously interfered with the prosperity of one of the chief industrial centres of the Commonwealth.

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#### PLUMBERS — BROCKTON.

On or about the 1st of April the plumbers of Brockton went on strike for the 8-hour day, at the rate formerly paid for a day of 9 hours, — \$3.50. The employers offered 40

cents an hour, and at that rate were willing to concede the 8 hours. The Board promptly put itself into communication with the parties, and conferences were had, without tangible result. The demand for plumbing increased during the strike, and several orders were received at the plumbers' headquarters. New men were hired, and the difficulty was thereby rendered more difficult of solution, until April 25, when another meeting was had between the parties, which resulted in a settlement by reason of mutual concessions, the pay to be raised to \$3.25 per day of 8 hours, instead of \$3.50. The demand for Saturday half-holidays, however, was not granted.

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**MASSACHUSETTS BREWERIES COMPANY, BOSTON BEER COMPANY, BURKHARDT BREWING COMPANY, HAFFENREFFER & CO., A. J. HOUGHTON COMPANY, FRANK JONES BREWING COMPANY, McCORMICK BREWERY, PURITAN BREWING COMPANY, PARK BREWERY, THE ROESSLE BREWERY, RUETER & CO., SOUTHER BREWING COMPANY, STAR BREWING COMPANY, SUFFOLK BREWING COMPANY, UNION BREWING COMPANY, A. G. VAN NOSTRAND, AND WALDBERG BREWING COMPANY—BOSTON.**

From September, 1896, to April, 1902, the brewery workers of Boston and their employers regulated their mutual affairs according to the terms of the following agreement:—

None but members of the National Brewery Workmen's Union shall be employed.

Ten in 12 consecutive hours shall constitute a day's work, 2 hours being allowed for meals.

When required to work over-time, the pay shall be 35 cents per hour. No man shall refuse to work over-time.

Sunday work shall be entirely suspended, unless absolutely

necessary, and in case of such necessity 35 cents per hour shall be allowed for each hour and fraction thereof, except to drivers or strikers, who shall clean their horses in the morning without extra allowance; also one of them alternately shall help the stableman to feed and bed the horses in the afternoon, without extra pay. Harnesses and wagons shall be cleaned once in 7 days, but all Sunday work shall cease at 9 A.M.

On legal holidays and election days work shall be paid for at the rate of 35 cents per hour, unless a full day's work is done, in which case regular rates shall be paid.

No over-time shall be allowed to route drivers and strikers except when required to do other than their regular work during such over-time.

Scale of wages: first man in cellar, \$18 per week; first man in fermenting room, \$18; first man in kettle department, \$18; first man in wash house, \$18; floor men in ale and porter department, \$17; men in cellar and fermenting room, \$16; men in kettle department, \$16; men in wash house, \$15; night watchman (7 nights per week), \$16; route drivers, \$17; depot drivers, \$16; strikers (drivers' helpers), \$13; first man in stable (7 days), \$17; night man in stable (7 nights), \$17; firemen, working 7 days or 7 nights, \$16; other men in stable, \$14.

Firemen, where two or more are employed, shall work 7 days or nights each week, 8 hours to be a day's work, all firemen to alternate. Over-time to be 35 cents per hour.

Pay days shall be weekly.

One man in the cellar, one man in the kettle department, one man in the fermenting room, one man in the wash house, shall be considered as first man where three or more men, including the foreman, are employed in any of these departments, and shall receive pay accordingly.

Beer shall be furnished to men free of charge, as formerly.

In case of prolonged sickness of any employee, he shall be entitled to the first chance of employment in his former capacity after regaining his health.

Employees shall be discharged only for cause, such as incompetency, drunkenness, negligencé, dishonesty, disobedience or disrespect toward employers, foreman or the authorized agents of the employers.

In case of slack business, as many men as necessary may be

laid off alternately, not longer than one week at a time, all men taking their turn except the first man of each department.

Extra help employed during the busy season shall not be considered as regular employees, and shall be entitled to temporary employment only.

Each workman shall have the right to board and live where he chooses, and no help shall be hired on the recommendation of customers.

One apprentice shall be allowed for every 25 inside employees; such apprentice shall be instructed for two years in all branches of the trade, and shall then become a member of the union, after having passed a satisfactory examination before the same; no apprentice shall work longer than this agreement stipulates; the apprentice shall not be less than sixteen nor more than twenty years of age.

Extra work done in and around the breweries shall only be performed by union men.

Services done by the employees in the interest of and for the benefit of the union shall not be cause for discrimination or discharge.

No inside man shall be allowed to take the place of a teamster, striker or stableman, and *vice versa*; trip strikers shall be engaged by the day.

Grievances or differences between employers and employees, if they cannot be adjusted between a committee of the employees and the employer, shall be laid before an arbitration committee consisting of five members, two of whom shall be appointed by the employer, two by the employees, and the fifth by the four men so appointed; or the case may be submitted, by mutual consent, to the State Board of Arbitration, and both the employer and employees shall abide by the decision of said committee or State Board of Arbitration.

This contract is to remain in force until April 1, 1898, and to continue annually, unless notice has been given three months before the first of April in each year by either party.

No present wages shall be reduced.

Workmen of other crafts than those named in the foregoing were also employed in the breweries under trade agreements, in the early part of 1892.



Due notice was given by the brewery workers that the agreement would expire on April 1, 1902. During negotiations for a new agreement, the employers claimed the right to discharge without question. The workmen claimed that with the association of master brewers a discharge was equivalent to blacklisting.

Negotiations were carried on by committees, and with some success, since practically all differences were adjusted except that arising from the masters' demand to be the sole judges in case of discharge. The Board, deeming it inexpedient to offer assistance while the parties were engaged in friendly negotiations, waited till the appointed time drew near, when, being advised of their disagreement, and that a great strike was threatened, the following invitation was sent to both parties:—

STATE BOARD OF CONCILIATION AND ARBITRATION,  
BOSTON, March 28, 1902.

*To the Master Brewers of Boston and their Employees.*

GENTLEMEN:—This Board will be in session next Monday afternoon, March 31, at 2 o'clock, in Room 128 of the State House, for the purpose of considering the difficulty in your industry. There is reason to believe that your dispute may yet be adjusted, through conference and mutual agreement. With a view to preserving harmonious relations by means of some form of trade agreement, you are hereby invited to appear by committee at that time and place and confer with one another in the presence of the Board on the subject of a settlement.

Respectfully,

BERNARD F. SUPPLE, *Secretary.*

The master brewers appeared at the hour named, and retired on finding that the others had not come. On that day, however, through the efforts of Frank H. McCarthy and James R. Crozier, the parties came together for a final conference, but could not agree upon the discharge clause. The conference dissolved and the unions met, but, not having

perfected their arrangements, the agreement expired on the following day without the strike that had been announced.

On the 2d of April the brewery workers' unions, receiving permission from their national body to strike, sought and obtained the indorsement of the Central Labor Union of Boston also. A joint executive committee from the local unions was formed, to which the Boston Central Labor Union sent the following delegation: Frank H. McCarthy and Dennis D. Driscoll, respectively president and secretary of the Massachusetts branch of the American Federation of Labor; James R. Crozier, president of the Boston Central Labor Union; John A. Kenny, president of the Building Trades Council; and Frank J. Kneeland, of the Painters' Union. On this day a lockout occurred in the Van Nostrand brewery and a strike in the Souther brewery to resent the hiring of non-union men; and Engineers' Local No. 16 of the International Union of Stationary Engineers voted not to work with any man not in good standing in the organization of his craft.

The unions voted to strike on the following day, at 5 o'clock A.M. A certain number of men was directed to remain in the stables and care for the horses while the strike continued, or until discharged.

On April 3 about 1,600 wage earners, variously occupied in the manufacture of malt liquors in 23 breweries, at 5 o'clock in the morning remained out or went out on strike. The unions involved were: Brewery Workers' Nos. 14 and 29; Bottlers and Drivers' No. 182; Engineers' No. 16; Firemen's No. 3; Coopers' No. 89. Some of the bottlers, drivers, engineers and coopers alleged a lockout, and pronounced it a violation of the contracts, which provided that differences arising in their departments should be settled amicably.

The employers, 17 in number, published the following notice on April 7 : —

#### BREWERY WORKMEN WANTED.

Former employees of the several Boston breweries who desire re-employment may apply at the breweries between the hours of 2 and 6 o'clock P.M. on Monday and Tuesday, April 7 and 8 respectively, and their applications will receive first consideration. On and after Wednesday, the 9th inst., brewery proprietors will fill existing vacancies at their discretion. The following rate of wages will be paid : —

First man in cellar, . . . . .	\$18 00
First man in fermenting room, . . . . .	18 00
First man in kettle department, . . . . .	18 00
First man in wash house, . . . . .	18 00
Men in cellar and fermenting room, . . . . .	16 00
Men in kettle department, . . . . .	16 00
Men in wash house, . . . . .	15 00
Night watchmen (7 nights per week), . . . . .	16 00
Route drivers, . . . . .	17 00
Depot drivers, . . . . .	16 00
Strikers (drivers' helpers), . . . . .	13 00
First man in stable (7 days per week), . . . . .	17 00
Night man in stable (7 nights per week), . . . . .	17 00
Other men in stable, . . . . .	14 00
Chief engineers (7 days or nights of 8 hours each), . . . . .	25 00
Assistant engineers (7 days or nights of 8 hours each), . . . . .	18 00
Firemen (7 days or nights of 8 hours each), . . . . .	16 00

#### Permanent employment given.

BOSTON BEER COMPANY.

BURKHARDT BREWING COMPANY.

HAFFENREFFER & CO.

A. J. HOUGHTON COMPANY.

FRANK JONES BREWING COMPANY.

MASSACHUSETTS BREWERIES COMPANY.

MCCORMICK BREWERY.

PURITAN BREWING COMPANY.

PARK BREWERY.

THE ROESSLE BREWERY.

RUETER & CO.

SOUTHER BREWING COMPANY.

STAR BREWING COMPANY.

SUFFOLK BREWING COMPANY.

UNION BREWING COMPANY.

A. G. VAN NOSTRAND.

WALDBERG BREWING COMPANY.

The following, taken from a copy of a proposed agreement appearing in the public prints, rendered the difficulty more acute : —

ARTICLE 4. The employer on his part agrees that in the event of any settlement with the local labor unions said settlement shall provide that such members of the labor unions as have remained in the employment of the employer during the recent strike or as have returned to work in the breweries during the existence of said strike shall not be subjected to any fines, assessments, punishments or discriminations of any sort and character, owing to their action in thus remaining at or returning to work in said breweries, any rule to the contrary existing in said unions notwithstanding. All new men not members of the unions who have entered the employment of the Boston brewers since April 3, 1902, and who have been promised permanent work in said breweries, shall be eligible and shall become members of the unions, upon payment of the ordinary initiation fee, and shall be accorded in all respects the same treatment and consideration as the present members of said unions, and shall be subjected to no discrimination owing to their action in taking employment in the said breweries.

By the 9th of April several breweries were in operation once more, non-union men in small numbers having been engaged. The Team Drivers' Union refused to haul brewery supplies or any part of the product, or empty packages returned. On the 10th several small groups of union men returned to work, being employees of long standing. These were expelled from the union. On the 11th 5 of the 9 men employed by Frank J. Clark in bottling beer at South Boston went out on strike because the beer was purchased from the Suffolk company. The number of desertions reported to the various unions was 28 all told. Towards the middle of the month many saloons displayed a card in the window, announcing that no Boston beer was sold; and several unions of the various trades imposed fines upon any member who would patronize a saloon not exhibiting the

union card. In many out-of-town places a boycott was placed on Boston beer. Shipments of beer brewed in other places were daily received in Boston. An effort was made on April 22 by the Retail Liquor Dealers' Association to bring about a conference between both parties to the difficulty, in the hope that some grounds of a settlement might be found. The effort was not successful; but the fact that brewery difficulties in Worcester, Springfield, Lowell and places outside the State had been adjusted by agreement tended to renew the hope that something of the sort might yet be brought about in Boston.

On the 29th the brewery workers who had been employed in the Boston agency of the Frank Jones Brewing Company, and been locked out because of the strike, returned to work on the terms prevailing at the time the strike was declared.

The strike was a month old when the Board again invited the parties in interest to a meeting; and in response thereto, on May 5, the first joint conference since the strike was had in the presence of the State Board. The Central Labor Union was represented by a committee of 5; Brewery Workers' Unions Nos. 29 (English speaking) and 14 (German speaking) were represented by committees of 3 each; Firemen's Union No. 3 was represented by a committee of 5, — 16 in all, who conferred with 5 of the Master Brewers' Association on the question of a settlement. The conference adjourned to meet privately on May 7, at the rooms of the Master Brewers' Association. From that time on, during the month ensuing, several such meetings were had.

The deliberations of June 7 marked the highest level of agreement attained at any stage of the strike. On that day a committee of the workmen, to which were added two national officers, met a committee of master brewers. All the original points of controversy were settled, and the

employers were conceded the right to hire and discharge men; but, as usual in such instances, a fresh difficulty had arisen, which thwarted a settlement and prolonged the contest. The employers could not agree with the unions as to what disposition should be made of the new hands that had been hired to take the places of strikers.

On July 17 equity proceedings were begun by certain master brewers against the joint committee which had represented the workmen in conferences. Fourteen bills, alleging practically the same matters, were filed, praying that the defendants be enjoined from carrying on the boycott against the product of the breweries, etc. On the 20th a temporary injunction was granted, to restrain the strikers from interfering with the sale of Boston beer. Conferences recommenced between the leaders of the parties in interest.

On September 12 both parties appeared by counsel and filed a joint application in the following terms:—

*Honorable State Board of Conciliation and Arbitration, Boston, Mass.*

Whereas, it has been agreed upon the part of certain employers and their employees to submit a certain matter of difference to the decision of your Honorable Board, which matter is set out more fully in the paper hereto annexed and marked "A,"—

The undersigned, representing both and all the parties in interest, request your Honorable Board to give the parties an early hearing and take action thereon.

CHARLES PFAFF,

*For Master Brewers of Boston.*

EDMOND F. WARD,

*Secretary B. W. U.*

JAMES R. CROZIER,

*Boston Central Labor Union.*

JACOB HAERTL,

*L. U. 14, U. B. W.*

TIMOTHY F. TIERNEY,

*Firemen's No. 3.*

FRANK H. MCCARTHY,

*Boston Central Labor Union*

SEPT. 11, 1902.

[“A.”]

1st. That all men who went out on strike or were locked out in connection with the strike of April 3, 1902, shall be hired at not less than the same wages they received previous to the strike,

provided they report for work within twenty-four hours after the signing of an agreement between the parties. The men hired shall also be reinstated in their former positions, as far as possible.

2d. All breweries to be hereafter operated according to the terms of the contracts agreed upon June 7, 1902, and forms of contracts not in controversy.

3d. That the strike be declared off, and Boston beer be taken from the unfair list and put back on the fair list contemporaneously with the signing of the said agreement.

4th. That the question as to whether the men now employed in the breweries, whom the brewers wish to retain, shall be admitted into the unions, shall be submitted to the State Board of Arbitration. All former members of the unions now employed in the breweries are included in above proposition; and the number of names of new men to be submitted by the brewers not to exceed 305 for Unions 14 and 29; 34 for Union 122; 31 for Union 16; 40 for Union 3; 3 for Union 89. Said Board to have power to decide upon what terms, if any, said men shall be admitted.

5th. If said Board decide that men now employed shall be admitted into the unions, rotation shall apply to all contracts (except as to heads of departments) until Jan. 1, 1903, after which time rotation shall cease except as to the contracts which now contain rotation clause.

The new hands numbered in the foregoing were 413, — a reduction of 280.

The case was heard. The employers further reduced the number of new hands to 384, making a total of 530 to be passed upon. The proportions in which they should be distributed into the unions were argued.

The following decision was rendered October 1: —

*In the matter of the joint application of the Master Brewers and Brewery Workers and other employees of Boston.*

PETITION FILED SEPTEMBER 12, 1902.

HEARING SEPTEMBER 23 AND 24, 1902.

Under the provisions of the statute relating to arbitration in industrial matters, the Board has been requested by the parties to this case to decide whether certain men now in the brewers'

employ should be admitted to the membership of Unions Nos. 14 and 29, Brewery Workers; International Brotherhood of Stationary Firemen, Local, No. 3; International Union of Steam Engineers, No. 34; Engineers' Union, No. 16; Coopers' Union, No. 89; and Bottlers' Union, No. 122. The circumstances leading up to the submission of this question are in brief as follows:—

For a number of years prior to April 3, 1902, the parties had been subject to a trade agreement, which provided, among other things, that employees could be discharged only for certain specific causes, "such as drunkenness, dishonesty, negligence, disobedience or disrespect towards employers or foremen."

In formulating a new agreement,—the old one having expired,—the master brewers attempted to modify the discharge clause, claiming the right to discharge an employee at discretion. The workmen refused to consent to the change, and, as neither side would yield, a strike was ordered on the 3d of April, 1902. For a week or more the breweries were closed; the master brewers then gave notice that, unless their former employees should return to work within a given time, their places would be filled.

Under this notice some 150 of the 1,500 men on strike went back, and 500 or 600 new men were engaged to fill the places of those still out.

Negotiations, however, were constantly carried on between the master brewers and their former employees, looking to a settlement of the differences. On the 7th of June terms of agreement were drawn up, but not signed, conceding the right to discharge, and providing that the breweries should employ only union men. This contract was not ratified for three months, because of the question as to what disposition was to be made of the men employed during the strike. Under the agreement, these could not retain their places, as they were not union men. The master brewers, feeling a moral obligation to retain them, wished them admitted to the unions. The workmen objected, as they were unwilling to admit men to membership against the rules of the unions. On this subject the employers and employed could not agree; but they finally compromised, signing the contract on September 11, with the stipulation "that the question as to whether the men now employed in the breweries, whom the brewers wish to retain, shall be admitted into the union, shall be submitted to the State Board of Arbitration."



In accordance with this agreement a hearing was held before the Board of Conciliation and Arbitration, in which both sides of the case were fully presented by counsel. The employers contended that they were in honor bound to retain most of the men who had worked for them during the strike, and they therefore urged their admission into the unions. They, the employers, were ready to discharge as many of these men as they did not feel obliged to keep, so that the number asking admission to the unions would be reduced to 530, 146 of these being old hands.

The workmen, on their side, insisted that they ought not to be required to admit into their organizations as members men who for any reason were obnoxious to them, or who were ineligible under the rules of the unions.

The question for the Board of Conciliation and Arbitration to decide is, therefore: Shall these non-union men now employed in the breweries, whom the brewers wish to retain, be admitted into the unions, and, if admitted, upon what terms?

The question of limiting the number of admissions to membership in the respective unions to the actual requirements of the situation in each brewery, in order to avoid any trouble or complication incident to the adoption of the plan of rotation, in case of excess of numbers, — this question appears not to be included in the foregoing submission, and hence the Board refrains from making any suggestion on that point.

It seems to the Board that the employers are not unreasonable in their desire to retain the men who came to their aid in a time of pressing need. In the settlement of large strikes there is frequently a provision protecting the "new men" from discharge. It is to be regretted that some arrangement to that effect could not have been made in the agreement signed on September 11.

On the other hand, the right to be the exclusive judges of the qualification of its members is essential to the independent existence of an organization, and is the last right which any association should be called upon to surrender. The Board is therefore unwilling to deprive the unions of the control over their membership.

As an examination of the laws of the unions seems to show that they are generally open to all applicants of good character and record, the Board recommends: —

That the names of such men as the employers wish admitted be

presented to each union, to a number not to exceed that named in the fourth article of their agreement, as follows: "All former members of the unions now employed in the breweries are included in above proposition; and the number of names of new men to be submitted by the brewers not to exceed 305 for Unions 14 and 29; 34 for Union 122; 31 for Union 16; 40 for Union 3; and 3 for Union 89."

That the union pass upon each application on its merits, subject to the laws of the union.

That the terms of admission be those usually exacted under ordinary circumstances, and not punitive or prohibitive.

That the requirements for membership in the union be applied in a liberal spirit, in good faith and without prejudice.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

*Result.* — The master brewers were not satisfied with the decision, and the refusal of the Board to deprive the unions of the control over their own membership. The Board on October 9 called a conference of the parties on the question of the unions' carrying out the Board's recommendations. This was but the beginning of a series of conferences and interviews. From time to time the unions reported their acts concerning their admission of men who had been employed by the breweries during the strike, and it was shown that the number amounted to about 15 per cent. of those proposed by the master brewers for the unions' acceptance. The employers persisted in the claim that many more should have been accepted, — twice as many, at the very least, — while the work people reiterated that every instance of rejection was due to some shortcoming of the applicant before the strike of April 3.

On the 23d of October an attempt was made in some breweries to effect rotation in employment, union men being laid off and non-union men kept at work. The union men asserted that this was a violation of the agreement

referring the recent controversy to this Board. The parties were brought together again in the presence of the Board on the 25th and 28th. The last meeting was had on the 31st of October. John P. Leahy, Esq., representing the non-union employees, appeared and requested to be admitted to the conference. The Board informed him that it had no objection to his being present if the parties so desired, and on consulting them they expressed a preference to confer alone in the presence of the Board. Mr. Leahy was so informed and withdrew.

At the end of a protracted session both parties asked the opinion of the Board on the claim of the manufacturers that the unions had not carried out the recommendations of October 1, on such evidence as had appeared informally at the conferences and without further hearing. The Board gave the opinion that the claim of the employers was not substantiated by such evidence as was before it.

This terminated the conference, which was the last in which the Board had a part.

The Board is informed that the breweries are now operated harmoniously under the agreement of September 11, and that there has been no recurrence of the difficulty.

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#### **RAND AVERY SUPPLY COMPANY—BOSTON.**

On the fourth day of April, 1902, Joseph W. Whall, president of the Allied Printing Trades Council, William G. Harber, its business agent, and Thomas Hooper, business agent of Bookbinders' Union No. 16, gave written notice of a strike, threatening to extend into other departments of the printing industry, in the Rand Avery Supply Company, involving 14 bindery girls recently employed as folders,

stitchers, etc. The nature of the controversy as set forth in the notice was the "unjustifiable discharge of faithful employee, and a general overbearing conduct of forewoman of bindery girls' department, to the positive injury of both employer and employed." The manager of the company at first declined to join in an application or even confer with the parties in the presence of the Board, but on April 10 signified his willingness to meet the Board with regard to the matter at such time as might be fixed. Subsequently, however, when the Board moved in the matter, it was learned that the parties were discussing the question of a settlement, with a fair prospect of success; whereupon the Board contented itself with saying to each that, if any change should occur to disturb the harmony of peaceful negotiations, the Board would be ready to mediate. The parties promised to notify the Board of any difficulty that might arise. The case subsequently disappeared from notice.

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#### GRAVEL TEAM DRIVERS — BOSTON.

On April 12, Cornelius P. Shea, business agent of Local Union No. 191, Team Drivers' International Union, requested the mediation of the Board in a difficulty that threatened to result in a strike to enforce the employees' desire for an agreement with P. O'Riorden & Son, Frank J. Hannon, Gilligan Brothers, Charles Duncan and James Dooley; and on the following day the union requested a conference with those employers, saying that any agreement that they might make would be acceptable to the other employers, engaged in the same kind of work, namely, the excavating and carting of earth and the hauling of building material.

Mr. Shea submitted a form of agreement embodying their demands, which was as follows : —

*Agreement* made and entered into by the T. D. I. U. Local 191, as party of the first part, and                      of                      , as party of the second part.

ARTICLE 1. Party of the second part does hereby agree to employ none but members of T. D. I. U. in good standing, and carrying the regular working card of the organization, or those willing to become members at the next regular meeting.

ARTICLE 2, SECTION 1. That 11 hours in 12 shall constitute a working day.

SECTION 2. That 66 hours shall constitute a working week.

SECTION 3. That 1 hour, on or as near the usual hour, 12 to 1, as possible, be allowed for dinner.

SECTION 4. That said time shall commence from time of reporting at stable, 6 A.M., till time of dismissal at night, 6 P.M.

SECTION 5. That all such time over and above said time shall be paid for at the rate of 25 cents per hour, or fractional part thereof, except Sundays or legal holidays, which shall be paid for at the rate of time and one-half.

SECTION 6. That teamsters working on jobs where 8 hours are considered a day's work shall be paid for a full day's work.

SECTION 7. Any teamster performing work coming under jurisdiction of freight teamsters shall receive compensation for such work as agreed on by Local 25 and the Master Freight Teamsters of Boston.

ARTICLE 3. The holidays recognized in this agreement are as follows: Washington's Birthday, Lexington Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas, and that under no circumstances shall any member of the organization be allowed to work on Labor Day. The days herein named shall not be deducted from the regular weekly salary.

It is understood that men shall care for horses on the mornings of Sundays and holidays, but in no case shall be required to clean harnesses on Sundays or holidays.

ARTICLE 4. The minimum rates of wages recognized by this agreement are as follows: 1-horse teams, \$11 per week; 2-horse teams, \$12 per week; 3-horse teams, \$13 per week; 4-horse teams, \$14 per week; except that 25 cents extra per day shall be paid for less than a working week.

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ARTICLE 5. The organization on its part agrees to do all in its power to further the interests of said firm, and also agrees to furnish competent union teamsters when needed.

ARTICLE 6, SECTION 1. A strike to protect union principles shall not be considered a violation of this agreement.

SECTION 2. Should a strike be ordered by the party of the first part, namely, T. D. I. U. Local 191, and a settlement and termination not be agreed to by both parties, it shall be submitted to the State Board of Arbitration, with both committees, for conciliation.

ARTICLE 7. That this agreement take effect on May 1, 1902, and continue in force until one year from above date.

Upon receipt of the foregoing proposed agreement, the Board interviewed the employers, and, having obtained their consent, invited both parties to a conference on the 24th. When the day arrived, however, the workmen's committee appeared, but the employers did not. On the 25th the Board called on Messrs. Hannon, Gilligan, Duncan and Dooley, and renewed the proposal of a conference. P. O'Riorden & Son were not seen. It was learned that the master teamsters engaged in building-contract work would meet that evening, and assurances were received that all the employers invited would respond to the Board's invitation.

On May 1 all the employers invited, except Gilligan Brothers, conferred in the presence of the Board with Messrs. Shea, Fales and Cashman, representing their team drivers. The fact that the workmen were willing to modify their original demand gave promise of an early adjustment. The demands, as presented by the drivers' committee for consideration, were as follows:—

*Agreement made and entered into by the Team Drivers' International Union, Local 191, and*

None but members of the Team Drivers' International Union in good standing, or those willing to become members at the next regular meeting, shall be employed.

The hours of labor shall be from 6 A.M. in stable till 6 P.M. in stable.

One hour shall be allowed for dinner.

Over-time shall be paid for at the rate of 25 cents an hour.

Teamsters working on jobs where 8 hours are considered a day's work shall be paid for a full day's work.

Men shall receive pay for three holidays, namely: July 4, Labor Day and Christmas.

The following rate of pay is agreed upon: Single teams, at the rate of \$10 a week; double, \$12 a week; for every extra horse, \$1 extra.

No sympathetic strike shall take place except ordered by the Building Trades Council or the Team Driver's International Union.

Differences between employer and employee shall be submitted to a committee representing employer and employee.

This agreement shall go into effect on May 1, 1902, and shall continue in force for one year from above day.

The employers expressed a willingness to concede some of the demands, but there was much dispute upon the question of wages. The conference finally adjourned without agreement on anything, without naming a day, though the employees expressed a willingness to resume the conference on any day the Board might appoint.

On June 1 Team Drivers' Union No. 191 voted to strike; and on the 2d, being Monday, 400 members of the organization, employed by P. O'Riorden & Son, Frank Hannon, Charles Duncan and Gilligan Brothers, went out on strike to enforce the demand for an increase in wages. The Building Trades Council indorsed the strike, and declared the employers unfair to organized labor. Builders' contracts for teaming were awarded to other firms, and many strikers obtained employment with them.

On the 6th of June the Board mediated between the parties, with a view to seeing if the difficulty might not be

settled. The conduct of the strike was then in the hands of the Building Trades Council, which had appointed a committee of three, headed by J. J. Brophy, to represent the allied building trades and the strikers. Three of the employers expressed themselves as satisfied with the situation; and one of the firms involved, Gilligan Brothers, had made a settlement by increasing wages \$1, and over-time to the satisfaction of the employees. Jasper Clark, president of the International Team Drivers' Union, and N. A. Keene, secretary-treasurer of Local 191, called at the rooms of the Board on the 7th of June and expressed their satisfaction with the results thus far obtained, and stated that they would be ready for a conference on any day that the Board might appoint.

On June 16 the Board learned from P. O'Riorden & Son that they were carrying on business in a way that was perfectly satisfactory to them.

The strike gradually disappeared from notice, and the employers involved who had not settled carried on such business as they found to do with the help of strangers. The affair was protracted in this unsatisfactory manner until July 21, when P. O'Riorden & Son made an offer to take back as many strikers as they needed, at the former rate of wages. On the following day 25 men formerly employed by this firm, out of the whole number — 240 — who had struck, returned to work, and it was understood that others of the strikers were to be given their former positions as soon as vacancies should occur.

The Board is in receipt of recent information from the union to the effect that the strike is still in force.



**J. M. O'DONNELL & CO.—BROCKTON.**

The following decision was rendered on April 23, 1902 : —

*In the matter of the joint application of J. M. O'Donnell & Co., shoe manufacturers, of Brockton, and their employees in the vamping department.*

PETITION FILED FEBRUARY 20.

HEARING MARCH 4, 1902.

The controversy in this case related to prices for the operations specified in the following list. An investigation of prices paid for similar work in competing factories was made, with the aid of expert assistants. After careful consideration, the Board recommends that the following prices be paid in the factory in question : —

	Per 12 Pairs.
Vamping Oxfords, 2-needle cylinder machine, . . . . .	\$0 13
Vamping Oxfords, 1-needle cylinder machine, first row, . . . . .	13
Vamping Oxfords, 1-needle cylinder machine, second row, . . . . .	06
Vamping Balmorals and Congress, 2-needle cylinder machine, English stay, . . . . .	18
Stitching English stay, . . . . .	06
Vamping button boots, barred, . . . . .	18
Vamping button boots, not barred, . . . . .	20
Vamping, 1-needle cylinder machine, third row through upper, . . . . .	07

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**E. FLEMING & CO.—BOSTON AND NORWOOD.**

On April 23 was received a written notice of a threatened strike of book stampers, about 25 in number, employed by E. Fleming & Co. at Boston and Norwood, alleging that "one of the employees who had been brought from another department was paid less than the rate established in these shops." This notice was signed by William J. Looney, president of the Allied Building Trades Council of Boston, and Thomas Hooper, business agent of Local No. 16.

The Board had an interview with Mr. Fleming, and ascertained that he had transferred an old hand from one department to another for the purpose of increasing his earnings,

and that all the employees at work in the department to which the man was transferred were satisfied with his presence there. This was reported to the petitioners, who stated that they had been misinformed as to the importance of the case, and moved that nothing further be done in the matter. The application was thereupon placed on file, and the alleged difficulty disappeared from notice.

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**MERRIMACK MANUFACTURING COMPANY—  
LOWELL.**

Sixty loom fixers employed in the Merrimack Mills at Lowell went out on strike on April 25 to resist the irregular employment of apprentices. About one-third of the number found employment elsewhere. The Board interposed, with a view to ascertaining whether or not anything could be done to bring about a settlement, and found that the management was content with less than a full working force. In about a month nearly all were employed elsewhere.

On July 14 it was reported to the Board that the strikers' places had all been filled by non-union men, and that no difficulty existed.

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**AMERICAN CAN COMPANY—BOSTON.**

A strike of 350 can makers and sheet metal workers occurred on April 26 in the works of the American Can Company at Boston. While neither of the parties directly interested in the controversy desired to make a show of what might be deemed weakness, one of the leaders of organized labor called the Board's attention to the matter. On the 2d of May the Board called at the headquarters of the union while a meeting was in session, and offered its services as mediator. It was learned that the object of the strike was

the attainment of a 9-hour day, a regular scale of wages, and 50 per cent. increase for over-time work. It was here learned, moreover, that one of their leaders had gone to New York with a view to conferring with the management on the subject of a settlement, if possible.

On May 6 the Board offered its services as mediator. The company replied on the 10th, expressing its satisfaction with the existing condition of affairs. On the 16th of May the following letter was sent: —

Mr. APFEL, *General Manager, American Can Company, 78 Broad Street, Boston.*

DEAR SIR: — In view of the strike which has existed on the part of your Boston employees for the past three weeks, its effects upon business and the wage earners involved, this Board is of opinion that a conference at our office, or elsewhere in Boston, if preferred, between the general manager and a committee of employees, might result in good to both parties. Requesting that you will give the matter serious consideration, and assuring you that the favor of a prompt reply, setting forth the result of your best thought on the subject, will be greatly appreciated by the Board, I am,

Respectfully yours,  
BERNARD F. SUPPLE, *Secretary.*

On the 19th the following reply was received: —

Mr. BERNARD F. SUPPLE, *Care State Board of Conciliation and Arbitration, Boston, Mass.*

DEAR SIR: — Your favor of the 16th has just been received, and carefully note contents. We fully appreciate your good intentions in making the proposition contained in your letter, but, as we are running our Boston factories with nearly full force of employees, we do not know in what direction your good offices could be employed.

Thanking you for your offer, we are,

Yours very truly,  
AMERICAN CAN COMPANY,  
A. H. APFEL,  
*General Manager, Manufacturing Department.*

This was made known to the employees on the 20th of May.

Early in June the workmen sent a committee to New York to the management, where, although a conference was had in which the difficulty was completely discussed, in two days about 2,800 employees of the American Can Company in New York went out on strike. The New York difficulty was promptly settled, but the Boston strike was never officially declared off, though it was understood that those who needed work might seek it from the company without incurring the censure of the union. A few dozen persons, old and young of both sexes, acted upon the permission; the others sought work elsewhere.

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**EMPIRE LAUNDRY COMPANY, WHITE STAR LAUNDRY COMPANY—BROCKTON.**

On the 30th of April a trade agreement, affecting the laundry workers of Brockton and their employers, expired. Negotiations were entered into with a view to establishing a new agreement, the chief points of which were: first, a demand for the union stamp; second, an increase of wages. Both of these demands were refused. Mr. McCrillis, representing the White Star Laundry Company, applied to the Board for its services as arbitrator. The Laundry Workers' Union had lodged the management of their controversy in the hands of the Central Labor Union of Brockton, and Mr. Walls of that delegate body, having charge of this matter, declined to refer anything to arbitration, but had no objection to any efforts towards bringing about a reconciliation that the Board might choose to make. Three laundries were affected, known as the White Star, the Empire and the Union. Negotiations were, however, postponed for a week;

but the Board, having business in Brockton on May 13, learned on arriving that the Empire Laundry had settled with its former employees satisfactorily to all concerned. Mr. McCrillis appeared, and requested the Board's assistance in bringing about a settlement in the case of the White Star Laundry. The terms of the demand in his laundry were that wages must be increased and a full week's pay given for a short week. Mr. McCrillis said that the White Star Laundry Company would willingly pay union wages by the hour, but was not prepared to pay increased wages for a shorter week. At the end of the week the Board made some inquiries, and found that the parties had not yet appeared in conference. The matter dragged along without any improvement until May 29, when a settlement was reached, providing for an increase of from \$1 to \$2 a week in wages, with double payment for over-time, and to run to June 1, 1903. There has been no recurrence of the difficulty.

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#### PLUMBERS — LOWELL.

Previously to the 1st of May the Plumbers' Union, comprising all the journeymen plumbers of the city, then working 9 hours daily at 36½ cents an hour, or \$3.25 a day, presented to their employers a schedule of hours and wages, which was substantially a demand for the 8-hour day, at \$3.25, or 40½ cents an hour. About the 1st of May a conference was had, at which there was no agreement. On the 4th of May a strike involving about 60 took place, to enforce the demand. On May 5 one, and on May 10 another, of the firms acceded to the demand.

The Board put itself in communication with the workmen and arranged a conference between the parties, which took

place at the headquarters of the Plumbers' Union in the presence of the Board on the 12th. Nine of the master plumbers who had not acceded to the demands were present, and the workmen were represented by a committee of seven. The master plumbers on this occasion offered 38 cents an hour, 50 hours to constitute a week, with a half-holiday on Saturdays, — a gain of 17 cents a day. The offer was taken under consideration, with a view to laying it before a meeting of the union on that day at 2 o'clock. The offer was rejected by a close vote. Another meeting was called for the evening, at which the vote was to be reconsidered, and on this occasion the masters' proposition was accepted. The journeymen returned to work on Tuesday, May 13.

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#### CARPENTERS — NEWBURYPORT.

The journeymen carpenters of Newburyport organized a union in January, and demanded of the master builders, through the columns of the daily press, the 8-hour day, at a minimum price of \$2.25, to go into effect April 1. The time was extended later to May 1, and the master builders were so notified. Three employers conceded the demand, but on the last day of April the other employers agreed with one another in writing not to grant it. On the day appointed, May 1, the carpenters went out on strike, and, as there was plenty of work to do in the trade in the surrounding districts, all obtained work readily. Desiring to secure uniform conditions of hours and wages throughout the city, they sent a letter to this Board on June 15, invoking the Board's mediation with a view to a settlement. The Board went forthwith to Newburyport, saw most of the employers and communicated with all, and on

June 20 issued an invitation to all concerned to meet one another in the presence of the Board at Wolfe Tavern in Newburyport on the 24th of that month, for the purpose of ascertaining what, if anything, might be done to adjust the difference. At the appointed time and place the parties appeared before the Board by committee. The conference finally dissolved without effecting an agreement; but the matters discussed and the manner of the discussion had led to the establishment of good feeling, which, it is hoped, will sooner or later result in a tangible agreement. At latest accounts, the conditions of carpenters in Newburyport and the vicinity are far from uniform; with plenty of work, it sometimes happens that union men are working 8 hours a day and non-union men 9 hours a day upon the same building.

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#### LYMAN MILLS — HOLYOKE.

On May 2 the Lyman Mills at Holyoke locked out their operatives, numbering in all 1,400, to resist a demand of the Mule Spinners' Union for a 10 per cent. increase in wages. Sixty-seven operatives (29 men and 38 boys) were members of the Mule Spinners' Union in Holyoke. The employer's attitude from the first was uncompromising. During the shut-down, which lasted nearly three weeks, the machinery was overhauled and needed repairs made, and it was reported that a new system of ring spinning took the place of mule spinning.

Soon the No. 1 mill was running as before, the employer having bought his yarn from other mills; and nothing was heard from the mule spinners who were out, nor was it learned that the employers desired to have any of them return. The parties maintained this attitude for the remainder

of the year. Their demand for a 10 per cent. increase in wages in May might be considered a part of that general movement in the textile industry which made itself felt in so many manufacturing centres of New England.

In October, on the occasion of the convention of the National Mule Spinners' Union, the difficulty in the Lyman Mills was considered. At this point the Board interposed, for the purpose of bringing about a conference of parties if desired. It appeared from both sides that steps had already been taken by a common friend to bring them together in Holyoke, and that the meeting had been postponed on two or three occasions for various reasons. It was still hoped that a conference might be had, and they both agreed to notify the Board as soon as private efforts were proven futile. During the writing of this report a conference was arranged by the Board between the parties, and the Board is informed that negotiations are pending, with every prospect of an amicable settlement.

#### EMPIRE SHOE COMPANY—BROCKTON.

The following decision was rendered on May 5, 1902:—

*In the matter of the joint application of the Empire Shoe Company of Brockton and its employees in the finishing department.*

PETITION FILED FEBRUARY 14.

HEARING APRIL 2, 1902.

The parties to this case requested a revision of prices for work specified in a joint list, and nominated experts to assist the Board in its inquiries.

After careful investigation and due deliberation, the Board recommends that the following prices be paid in the factory in question for the work specified:—

	Per Day.
Scouring and finishing breast of heel, . . . . .	\$1 50
Copperasing and blacking heel edge, . . . . .	1 50
Scouring heels, . . . . .	2 25



	Per Day.
Stoning, brushing and heel keying, . . . . .	\$2 35
Painting bottoms, . . . . .	1 50
Blackening shanks and top pieces, . . . . .	1 50
Blackening black bottoms, . . . . .	1 50
Gumming and dusting off before painting, . . . . .	1 50
Gumming and polishing after painting, rolling and polishing, . . . . .	2 10
Rolling top pieces, scraping slugs, black and new-method bottoms, . . . . .	2 10
Burnishing shanks and wheeling, . . . . .	2 50
Faking and brushing top pieces, shanks and bottoms, not painted, . . . . .	2 10
	Per 24 Pairs.
Scouring foreparts and top pieces, and pinwheeling shanks, McKay machine, . . . . .	\$0 13
Scouring foreparts and top pieces, and pinwheeling shanks, Goodyear machine, . . . . .	15

By the Board,

BERNARD F. SUPPLE, *Secretary.*

#### ROBERT ROBERTSON — BEVERLY.

There was an agreement in force between the Plumbers' Union and the master plumbers in Beverly, running to October 1, 1902. The minimum pay was fixed at \$3.50 a day. Mr. Robertson hired a non-union man at \$2.50. On May 10 he received notice that on and after the 12th his employees would not work with a non-union man, in which they took occasion to say that Mr. Robertson had violated the agreement in not paying the fixed minimum wages. The employer was paying his union men all that the agreement called for, and felt that the agreement did not refer to non-union men; the non-union man whom he had hired for smaller wages was willing to work at a lower rate.

On May 12, the day appointed, a strike involving 40 plumbers occurred. Through the efforts of a private mediator, a conference was had between the parties on the 15th, and on May 17 the Board received an application from the

employer, requesting the Board's services. The Board thereupon investigated the matter, and learned that negotiations had recommenced between the parties, with an encouraging prospect of a settlement. The Board then withdrew, saying that it would respond promptly to notice if there should be any occasion for its services. The application has not been renewed.

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#### W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on May 20, 1902:—

*In the matter of the joint application of the W. L. Douglas Shoe Company of Brockton and the treers in its employ.*

PETITION FILED FEBRUARY 24.

HEARING APRIL 30, 1902.

The grievances complained of in this controversy are: "That the firm of W. L. Douglas Shoe Company asks for extra work without extra pay for treeing velours, Aztec, Peeve and Victor calf shoes. The firm claims it is not asking for extra work on said shoes."

The Board has carefully considered the evidence submitted at the hearing, and inspected the work in process; and, while it finds that there has been no change in the standard of work expected of the employees, it is of opinion that the Aztec, Peeve and Victor shoes come to the treers in a more defaced condition than formerly, and that for this reason more labor is necessary to get the required result. The Board does not find that extra work is in any manner required on velours shoes.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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#### SHOP CARPENTERS—WORCESTER.

On May 22 the following letter was received:—

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,  
SHOP CARPENTERS' UNION No. 877,  
WORCESTER, MASS., May 21, 1902.

*To the State Board of Arbitration.*

GENTLEMEN:—Inasmuch as we, the employees of the various builders' finish manufacturers in this city, have become involved in

a strike on account of a request to our employers for a 9-hour day, and as said strike has been on for nearly three weeks, and from the fact that, unless a settlement is reached in a few days, the whole building trades here will become involved, meaning a complete disruption in the building line in this city for the coming season, and as every effort on our part for a conference has failed, we do hereby respectfully ask your Honorable Board to come to our city and try and effect a settlement.

Trusting we will hear from you soon, I remain,

Very truly yours,

W. H. GILBERT,

*Chairman of Executive Board, 566 Main Street.*

On the 23d the Board went to Worcester and had separate interviews with the parties. In response to the Board's suggestion, the men said they would confer with the employers in the presence of the Board; but the employers, in session at the Board of Trade rooms, rejected the proposition. The Board thereupon advised both parties to follow a pacific course, to neglect no opportunity for conference, and, before withdrawing, said that it would be glad to resume its efforts whenever the attitude of the master carpenters would permit.

It appeared that in the spring a demand was made by shop carpenters:—

That on and after May 1, 1902, 9 hours per day for 5 days and 8 hours on Saturday shall constitute a week's work for men employed as cabinet makers, machine wood workers and bench hands. No reduction in rates of wages now paid per day of 10 hours.

Over-time to be paid at rate of time and one-half; Sundays and holidays, double time.

Employees sent out of shop on jobs shall work but 8 hours, with no reduction of wages. None but union men to be employed.

The feeling among the employers was that, in order to get any shop carpenters at all, they would be obliged to take

many of inferior skill and pay them the union wages ; and it was urged that, if the skilled men would only separate themselves from the others and form a union of their own, the masters would have no objection to the demand. The outside carpenters, in the hope of an early settlement, at first kept out of the difficulty, and they were encouraged by the fact that leading builders had granted the union demand.

On May 1, 149 shop carpenters struck ; and on the 2d the employers posted notices in the shops, to the effect that they refused to concede the demands of Shop Carpenters' Union 877, which act the men claimed was a lockout. On the 3d the employers offered to take them back if they applied for their situations on the old terms within three days, and soon after in some shops affected most of the men's places were filled. On the 21st the district council of the United Brotherhood of Carpenters and Joiners of Worcester and the vicinity issued a circular to the members of the union, wherever they might be, reciting the demand and how it had been received, and declaring several shops, which they named, unfair.

At the time of the Board's visit only 100 men were out. The refusal of the master carpenters to meet their men in conference before the Board was a disappointment to the people of Worcester, and was the occasion of a boycott on the part of allied building trades. The house carpenters, paper hangers, painters, granite cutters and others expressed their sympathies by votes, and strikes and discharges followed on various buildings. Many of the strikers left town and sought employment elsewhere. Wood workers were obtained from other States, but in some instances returned to their homes on learning of the difficulty. Toward the middle of June some 15 or more contractors' jobs had been

stopped, involving all the building trades, and the difficulty was growing worse every day. The shop carpenters were willing to confer at any time, but the masters remained firm in their refusals.

At this stage of the difficulty the following letter was sent:—

STATE BOARD OF CONCILIATION AND ARBITRATION,  
BOSTON, June 16, 1902.

MR. W. E. GRIFFIN, *Care Rice & Griffin Manufacturing Company, Worcester, Mass.*

DEAR SIR:—With regard to the controversy in your craft in relation to which we called on you some weeks since, we should be obliged if you would inform us whether there are any developments since we met you, and whether you think there is any possibility that this Board can assist in solving the difficulty. We have understood that the difficulty is somewhat more complicated than it was when we were in Worcester.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

WORCESTER, MASS., June 18, 1902.

BERNARD F. SUPPLE, *Secretary, State Board of Conciliation and Arbitration.*

DEAR SIR:—ANSWERING your communication of the 16th, we have to state that, with the exception of not over 10 per cent. of our former number of employees, the places which we have to offer are filled with good men, and we are therefore in a position to take care of the business, which has been somewhat reduced by the agitation and uncertainty caused by the unions trying to induce other men on outside work to participate in sympathetic movements.

We thank you for the kindly interest you have manifested in the present difficulty, which would immediately and entirely disappear if the opposing factors would accept and act upon the very sensible advice given them by your Board when in Worcester a few weeks ago.

ASSOCIATED MANUFACTURERS OF BUILDERS' FINISH,  
By WILLIE E. GRIFFIN,  
RICE & GRIFFIN MANUFACTURING COMPANY.

About that time the mayor of Worcester sent the following letter, being requested to do so by the strikers:—

GENTLEMEN:—If convenient and agreeable to you, I would be pleased to meet you at the mayor's office, City Hall, on Thursday evening, June 19, at 7.45 o'clock. I have been requested to consult with the various manufacturers of builders' finish in the city, with a view of devising, if possible, some remedy for the present unsettled condition of business.

Respectfully yours,

EDWARD F. FLETCHER, *Mayor*.

The manufacturers met in the Board of Trade hall, and sent the following reply:—

WORCESTER, MASS., June 18, 1902.

HON. EDWARD F. FLETCHER, *Mayor, Worcester, Mass.*

DEAR SIR:—Your communications to the different manufacturers of builders' finish have been received, and by them considered.

We wish to thank you individually and collectively for your kind interest and offer of assistance in the present unsettled conditions of business.

While it is true that the situation for the past seven weeks has not been all that could be desired, yet at the present time we are able to care for the curtailed amount of business, and have about all the help needed in place of those who voluntarily left their positions.

At all times since the strike we have been ready and willing to have our former employees return to their work, but it has been necessary to fill their places, and we have only a few openings at the present time, to which we should be glad to have those return who formerly occupied these positions.

Thanking you again for the kindly interest you have manifested in our affairs, we remain,

Yours respectfully,

RICE & GRIFFIN MANU-  
FACTURING COMPANY.

HATCH & BARNES.  
C. F. SMITH.

LOUIS Z. BRODEUR.  
W. E. PUTNAM.  
F. JEFTS.  
HENRY BRANNON.

Nothing further was heard of the difficulty.

**W. C. CARTER, NATHANIEL VARNEY, AUGUSTUS WELLINGTON, ARTHUR A. WELLINGTON, J. R. HOSMER, PETER RUSSELL, F. A. STARR, J. D. LITTLEHALE, ROBINSON & HANCOCK, WILLIAM T. HERLIHY, F. P. JOHNSON, IRA CASWELL, CHARLES S. DAVIS, WALTER A. HARTWELL, FREDERICK W. PAGE—FITCHBURG.**

On May 23 a letter was received from Local Union No. 778 of Fitchburg, United Brotherhood of Carpenters and Joiners of America, announcing that the carpenters of the city had been engaged since October, 1901, in a struggle for a shorter work day, at \$2.50, had gained the 8-hour day, but were not satisfied with the wages; and that, a strike for higher wages having occurred, the Board's good offices were therefore requested for the purpose of effecting a settlement.

A visit was paid to Fitchburg on May 28, and separate interviews were had with representatives of the union and with nearly all the builders interested. It was learned that the union had requested the employing carpenters to sign a paper which specified the demands of the journeymen substantially as follows:—

The 8-hour day, at \$2.50 minimum.

After-hour over-time (between 5 and 10 o'clock P.M.) at the rate of time and a half; over-time before hours (from 10 P.M. to 7 A.M.) and all Sunday and all holiday-work at the rate of double time.

Men sent out of the city, to receive all travelling expenses.

When a contractor requests men's transfer before and after hours from one job to another, said transfer to be at the contractor's expense.

Every journeyman must, before going to work, show his membership card of the local union of which he is a member.

Weekly payments.

Some employers signed, the others did not.

It appears that on May 8, the day fixed for the strike,

when some 60 carpenters quit work, leaving the several buildings to stand in an unfinished condition, the master carpenters sent a request to the union for a committee that would state clearly and concisely the demands of the union. Some of those who had acceded in writing to the demands of the union changed their minds and acted with the masters who had declined to sign. When the strike had been on about a week the matter was brought to the Building Trades Council, a delegate body regulating the mutual relations of unions, to take such action as would pave the way to a series of sympathetic strikes in case any carpenter was found at work after June 1 who did not possess a working card.

Having ascertained the names of the employers who had not granted the union demands, the following letter was sent to them and to the union on May 28 :—

MESSRS. W. C. CARTER, NATHANIEL VARNEY, AUGUSTUS WELLINGTON, ARTHUR A. WELLINGTON, J. R. HOSMER, PETER RUSSELL, F. A. STARR, J. D. LITTLEHALE, ROBINSON & HANCOCK, WILLIAM T. HERLIHY, F. P. JOHNSON, IRA CASWELL, CHARLES S. DAVIS, WALTER A. HARTWELL, and FREDERICK W. PAGE, Master Carpenters; and JOURNEYMEN CARPENTERS, *represented by Strike Committee*, V. F. DEROACH, *Chairman*.

GENTLEMEN :—This Board will meet in the council room of the City Hall at Fitchburg on Tuesday next, June 3, at half-past 1 o'clock in the afternoon, for the purpose of ascertaining what, if anything, can be done to adjust the dispute in your industry; and you are requested to appear at that time and place and confer with one another in the presence of the Board on the subject of a settlement.

Owing to your business engagements within the limits of the brief investigation of yesterday, it was impossible to meet you all; but nearly all were interviewed, and their assent to the proposition was readily obtained. It is confidently hoped, therefore, that the four other master carpenters will as readily respond to the invitation.

Respectfully,

BERNARD F. SUPPLE, *Secretary*.



On the 3d of June the Board held a session in the council rooms of the City Hall at Fitchburg. A committee of 5, representing the carpenters, accompanied by William J. Shields, national organizer, appeared in response to invitation and conferred with 11 carpenter builders. A discussion upon a plan of settlement proposed by the employees ensued, and an adjournment was had to enable the master carpenters to advise with such other employers as were not represented in the meeting.

On the 21st of June the master carpenters of Fitchburg held a meeting, and voted unanimously against making any further concession. This was immediately made known to the union on the 27th of June in a letter, which ended our official action, no new phase of the difficulty having been presented to our attention since then. Recent inquiries have revealed that, while some builders have conceded the wages demanded by the union, others prefer to erect buildings with the help of non-union workmen.

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#### **W. L. DOUGLAS SHOE COMPANY — BROCKTON.**

The employees in the heeling department of the W. L. Douglas Shoe Company at Brockton, under date of May 26, made application to the Board for the adjustment of a dispute, alleging as a grievance the following, "Change in method of heeling. Men obliged to use gauge in measuring pitch of heel," for which they received no compensation, and claiming as a fair price that they should receive 25 cents for 24 pairs.

It was understood that the matter had been the subject of negotiation between both parties, and the Board awaited the outcome. It appeared that the manufacturer was loth to

consider the question as stated in the application, and said that, if there were to be any revision, it ought to include the whole list. The employees said it ought not.

It was clear that there was a difficulty that ought to be adjusted; it was likewise clear that there could be no arbitration without a joint reference. Accordingly, the employer was approached with a view to securing his signature to the application. On August 6 the Board received a copy of the employer's letter to the agent of the workmen, which was as follows: —

We have received a notice from the State Board of Arbitration in respect to the filing of an application for a decision in the dispute over prices in our heeling department. We enclose you copy of the notice and our reply.

We again request you to give us an opportunity to lay our contention in this matter before the State Board, as provided by section 11 of our Union Stamp agreement, to wit: —

Both said parties agree to adjust in an honest and equitable manner all grievances of whatever nature, and all matters of dispute in reference to wages or any other subject, including the true construction of this agreement, that may arise between them; and in case of failure to mutually adjust any dispute or grievance, the party of the first part and the members of the department or departments where such dispute or grievance shall arise shall join, in the manner provided by statute, in an application to the Massachusetts State Board of Arbitration for a decision on the matters or matter in dispute; and the decision of said Board shall be binding upon the party of the first part, the party of the second part, the local unions and employees.

On October 14 the Board invited the parties to a conference; but the petitioner for the employees appeared and stated that the matter had been settled. The application was accordingly placed on file, and there has been no recurrence of the difficulty.

OTIS WHITNEY & SON, DILLON BROTHERS, WEED BROTHERS, E. F. LYNCH, H. H. LENT, JOHN SHERMAN, SCOTT SHERMAN, FRANK W. STEWART, CHARLES WOODS, JAMES SIMPSON, N. K. SPRAGUE, LEWIS BRITTAN—MILFORD; GEORGE DAUPHINNEE—FRANKLIN; C. A. GOODRICH—HOLLISTON.

On June 3 the following letter was received from the workmen:—

MILFORD, June 2, 1902.

*To the State Board of Conciliation and Arbitration.*

GENTLEMEN:—About six months ago the Local Carpenters' Union 867 of Milford, Mass., started an agitation for an 8-hour work day. We sent the builders letters asking them to meet us and discuss the situation. We tried to bring them together and meet a committee of ours to discuss it, without results. The committee has gone around with a petition for their signatures, and the following builders have signed: H. H. Lent, E. F. Lynch, Sherman Bros., Frank Stewart, James Simpson, George Dauphinnee, N. K. Sprague.

Dillon Bros., Otis Whitney & Son and N. W. Weed have refused to sign it.

The second of June was the chosen day to start on 8 hours; but on May 31, at one of the largest attended meetings of carpenters ever held in Milford, it was voted to postpone the date until June 16, 1902, and on and after that date the hours of labor shall be 8, with the same wage now paid for 9 hours. At the request of W. J. Shields of Boston, New England organizer of the carpenters and joiners, we ask your assistance in bringing about a settlement between the builders and journeymen carpenters of this town.

Awaiting your favorable action, we remain,

Respectfully yours,

O. B. DAVIS,  
48 Emmons Street, Chairman,  
L. A. RACINE,  
18 Fayette Street, President,  
ARTHUR NELSON,  
38 Pleasant Street,  
H. S. ROGERS,  
7 Otis Street,

T. F. MAHER,  
31 Pond Street.  
J. H. CONNORS,  
54 South Bow Street,  
J. J. DONOHUE,  
Medway Street,  
W. C. WATERS,  
27 Pond Street, Secretary,  
Committee.

The Board, in response to this request, went to the Mansion House, Milford, on June 6, where a conference of parties was held in the presence of the Board. The following demands of the Carpenters' Union explained the history of the movement for shorter hours without reduction of wages:—

JANUARY 20, 1902.

*To the Carpenter Builders of Milford.*

GENTLEMEN:—In furtherance of the agitation started by the journeymen carpenters of this town early in the season of the present year, we have decided to appeal to you whose interests are joined to ours, in attempting to do something that will tend to the upbuilding of the trade. Our consideration of the trade has brought us to the belief that the first remedy must be worked out on lines that will give a larger volume of business, or, in other words, extend the season of building operations. This can only be attained through a shorter work day, and it is on the grounds of our undivided belief that we ask your co-operation in establishing this most necessary reform.

Our plan is that on May 1, 1902, we establish, by putting into operation, the 8-hour day, with the wages now paid for 9 hours. You will agree that our request is conservative, especially when you consider our standing as a craft. Our desire is to do nothing to disturb business interests, but rather to place our town in line with our surroundings, which are at present enjoying all we ask for. We believe, with your aid, that the short-hour day can be introduced without fear of competition or dissatisfaction from any source; no interests will be injured, but all will be benefited, on the grounds that it takes a well-oonditioned labor market to make good business.

This is no new experiment. The 8-hour day is an established fact in more than three hundred and fifty cities of our country, also recognized by the national and State government. The test has been made by employers all over the country, and they bear testimony to the general good results from the change. It is beyond the question of contradiction that no body of employers would think of going back to the old condition of long hours in a single case where the system has been given a fair trial. This means to us the elimination of poverty, ignorance and intemperance, which lead to crime and its accompanying evils. It means to your

side, as we view it, a change from the present conditions that tend to a demoralization of business interests caused by periodical and sometimes complete suspension of work, shutting off legitimate profits on the capital invested, leading in many cases to bankruptcy, which has a general effect on the entire business community. The demand for a reduction of the hours of labor is not an abnormal dream of a few fanatics, but is one of the natural and inevitable tendencies of progressive civilization. You will pardon us for the length of this appeal. Our apology is our interest and faith in the remedy we propose. We are willing to go to any length to secure your co-operation. We desire to disprove the idea that our object is to strike, and want it understood that all possible efforts are directed on the lines of conference rather than might. We feel that if you gentlemen will meet us fairly by giving us your advice, you will find that the same will receive the attention of our best judgment. We ask you to seriously consider this appeal, and, if you see justice back of it, send us word to that effect. If you feel that our position is wrong, and needs amending, let us know where the objection is, and your opinion will be treated with respect, and no doubt lead to an understanding which will result in the accomplishment of the desired ends, — a better protection of the carpenters' trade from the stand-point of employers' and employees' interests. Awaiting an early reply, we remain,

Respectfully yours,

COMMITTEE OF JOURNEYMEN CARPENTERS OF MILFORD,

W. C. WATERS,

*Secretary, 27 Pond Street, Milford, Mass.*

MILFORD, MASS., June 1, 1902.

*To the Carpenter Builders of Milford.*

GENTLEMEN: — The following articles of mutual interest are hereby presented for your consideration: —

In the whole history of the labor movement there has not been any question upon which the thought of the civilized world has been so thoroughly centered as upon the 8-hour movement. Knowing this, the members of the Milford Carpenters' Union about six months ago decided on starting an agitation looking to the putting into operation of the short-hour work day. Our procedure in this movement is well known to you one and all. We issued letters, circulated petitions and interested ourselves in getting the builders in meeting by themselves, that the end sought by

our organization might be accomplished, or reasons shown whereby it was impracticable. We have failed to reach that satisfaction, and desire it to be known at this time that with us it has always been looked upon as a duty to urge, even upon unwilling ears, the practical advantage of settling disputes by reason and discussion, rather than by arbitrary use of force and intimidation. We believe that the progress that has been made in the short-hour movement and the good influences that have come from the same justifies the position taken on May 31, 1902, at the largest attended meeting of the carpenters ever held in our town, and that position is:—

That, on and after June 16, 1902, 8 hours constitute a day's work, with the same wages now paid for 9 hours.

Our desires in this matter are fostered by the belief that the great question is unemployment, and when that is settled the worst of our troubles will be over. The right to work is as inherent as the right to breathe, and so is the right to a reasonable share of the fruits of one's toil and to a decent living. One of the easiest things to obtain in the way of reform should be a shorter work day. We desire to see all men at work, and not subject to become loafers or criminals. We appreciate the fact of the dependence of each upon the other, and, knowing this to be true, the members of the Carpenters' Union instructed their committee to let it be known that they stand to-day in the position occupied by them in the beginning,— and that is, to hold themselves in readiness to meet you, gentlemen, to discuss the issues herein mentioned.

We have done our full duty and gone to the limit in treating this question on the basis of mutual interest. Our next move will be governed by circumstances which we trust may lead to the bringing out of the better judgment of those represented. We present this in a spirit of fairness, so that future events, whatever they may be, cannot be charged against our organization. Our purpose is to insure protection to the 8-hour communities and the 8-hour employer.

Trusting we may yet be favored by the co-operation of the Milford builders, we remain

Most respectfully yours,

JOURNEYMEN CARPENTERS OF MILFORD,

W. C. WATERS,

*Secretary, 27 Pond Street, Milford.*

The master carpenters said that the time was inopportune for striking; that the price of building material had gone up 25 per cent., — a fact which was in itself a serious hindrance to building activity in Milford. To shorten the work day one hour without reduction of pay would be equivalent to a  $12\frac{1}{2}$  per cent. increase in wages, the total increase of cost amounting to  $37\frac{1}{2}$  per cent., — sufficient to effect the postponement of all intentions to build. Moreover, there were contractors and master carpenters in other towns who were ready to take all the Milford men's business, competing with them on their own territory.

The workmen said that the 8-hour day had been established in all the neighboring towns, and that the Milford builders would not be in any way out of competition with their neighbors, since the cost of building material was the same in all that section. They also claimed that, since the labor cost of building was only  $\frac{1}{3}$  of the whole, the total increase on stock and labor would not be  $37\frac{1}{2}$ , but  $22\frac{1}{2}$  per cent. It appeared that all the master carpenters had signed the union's demands but three, and the first effort of the Board was to bring about a conference of the workmen with those three; but it was soon learned that the signatures of the others were appended to the paper that had been circulated, not to signify their absolute grant of the demand, but a willingness to grant it, provided all the masters should sign; and it was claimed that, since the signatures of three leading builders had not been secured, the others who had signed did not consider themselves bound. The workmen claimed that the masters whose signatures had been obtained were bound to grant the demand.

This presented a difficulty which called for the exercise of care on the part of the Board. It is not desirable to reopen

a controversy in any quarter where difficulties have been settled, but it was desirable to secure an agreement in this case that would be binding in all quarters. To meet this emergency the following letter was sent:—

STATE BOARD OF CONCILIATION AND ARBITRATION,  
BOSTON, June 9, 1902.

MESSRS. OTIS WHITNEY & SON, DILLON BROTHERS, WEED BROTHERS, E. F. LYNCH, H. H. LENT, JOHN SHERMAN, SCOTT SHERMAN, FRANK W. STEWART, CHARLES WOODS, JAMES SIMPSON, N. K. SPRAGUE—of Milford; GEORGE DAUPHINNEE—of Franklin; and C. A. GOODRICH—of Holliston; and LEWIS BRITTAN; and the *Committee of their Journeymen Carpenters*, C. B. DAVIS, *Chairman*.

GENTLEMEN:—Having considered the difference in the carpentry industry of Milford and the vicinity, it appears that all but the first three employers herein addressed have granted the journeymen's requests, and that some perhaps of those who signed did so with an understanding that certain other employers would also grant the requests. With these points in view, the State Board of Conciliation and Arbitration will hold a meeting in Milford at the Mansion House next Tuesday evening, June 10, at half-past 7 o'clock, for the purpose of ascertaining which of the employers are party to the difference, and what, if anything, can be done to adjust it in a friendly manner.

Accordingly, the employers who did not grant the workmen's requests, and others, if any, who granted them on condition only, on the one part, with the journeymen's committee on the other part, are invited to appear and deliberate in the presence of the Board on the subject of some agreement that will safeguard the interests of all, and preserve the present harmonious relations.

Respectfully,

BERNARD F. SUPPLE, *Secretary*.

Both parties appeared by committee before the Board, in response to this invitation, at the Mansion House at 7.30 o'clock in the evening of June 10. The committees said that nothing could prevent a strike on the 16th inst., unless some understanding were reached in the meanwhile. Mr. Shields, national organizer of the carpenters and joiners of



America, who had been included in the invitation on the request of the union, proposed a joint standing committee for the purpose of regulating their relations, and the matter was urged with considerable persistency. Neither this proposition nor the demand of the union for the 8-hour day was favorably entertained, and the conference adjourned without result. Trade was brisk, and all the strikers found employment elsewhere. New hands were promptly hired by the master builders to take the places of former employees. The controversy passed into history, like many others of the kind. The matter was nearly forgotten, when on September 29 the union opened correspondence with the Board on the subject of further mediation, which resulted in the Board's going to Milford again on the 8th of October, and mediating between the parties with a view to inducing some sort of conciliation. It appeared from separate interviews with one side and the other that both parties were somewhat tired of the strife, and would be glad to find some mode of settlement without too much sacrifice. The workmen's committee said that carpenters were getting good pay, but they found it inconvenient to pay car fares or board away from home; the days were getting shorter, and building operations were diminishing; the work in the neighboring towns would not be any greater than the resident carpenters could handle, and if the new hands now employed in Milford should return to their respective abodes, there would be plenty of work for all the Milford carpenters that preferred to stay at home. There was a strong party within the union in favor of continuing the strike indefinitely, but there was reason to hope that some concession would be made if the master carpenters would show similar inclination. A representative of the master

carpenters was seen, and he said that the 8-hour day was sure to come, that the Master Carpenters' Association was disposed to grant it; they reserved, however, the right to determine the time that such a concession could best be made. The natural time for changing to a shorter working day would be when the days grew short on the approach of winter, and there was reason to think that something might be done on or perhaps before November 1.

In view of the fact that this strike was really shorn of all, or nearly all, characteristics that call for mediation, inasmuch as neither side was seriously inconvenienced, the Board concluded to await developments before proceeding further in the matter, and so informed both parties.

On the 14th of October the Milford "Daily News" published substantially the following: that the local Master Builders' Association reorganized on the preceding evening, with a choice of Francis P. Dillon for president, George S. Whitney vice-president, E. F. Lynch secretary and treasurer, N. W. Weed, H. H. Lent and C. A. Goodrich directors, and that the association had at the same time become affiliated with the Massachusetts Association of Master Builders. The unanimous opinion at this meeting concerning the local strike was that the 8-hour day would have to be conceded, inasmuch as it prevails generally throughout the State; but the question of recognizing the union was not favored. The meeting adopted the 8-hour day, to go into effect the 1st of November.

A letter was thereupon sent to the Master Builders' Association, saying that "the Board or some member will probably go to Milford some time within the next ten or twelve days, and it is desirable to know the course of events. This is a case where the parties might work in concert with the

Board, with beneficial effect to all concerned." And on the 18th the following letter was sent to the union: —

Mr. W. C. WATERS, 27 Pond Street, Milford, Mass.

DEAR SIR: — We are in receipt of the following letter from Mr. E. F. Lynch: —

In reply to yours, would say that at the meeting of master builders Monday evening we came to the conclusion that we would go on an 8-hour schedule November 1.

We thought that we would wait until that date before doing anything further, and see what events might bring forth.

Will inform you if anything should come up whereby we might use your good offices to come to further agreements.

Trusting that the foregoing will add such information as will tend to clarify the relations of builders and journeymen, I remain,

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

It is not known whether the strike was ever formally declared off, but the men expressed their pleasure with the result, and no controversy in the carpentry industry of Milford and the vicinity has come to the notice of the Board since October 16.

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**ROBERT BURLIN & CO.—BOSTON.**

On June 4 the employees of Robert Burlin & Co., bookbinders, of Boston, sent their representatives, Messrs. Looney and Hooper, to notify the Board of a difficulty with their employers. A fellow workman, employed for twenty-six years, had been discharged without apparent good reason. The Board was requested to mediate in the matter, with a view to bringing about an agreement of the parties. The work people suspected that the man in question had been sacrificed by reason of his participation in a strike which had resulted in an agreement as to hours that was sat-

isfactory to the union. The Board investigated, and learned on June 5 that the firm had given the discharged man notice of more than a year that his work was unsatisfactory, alleging carelessness and general disregard of the firm's interest. He had been repeatedly admonished concerning his carelessness in filling orders, and warned that discharge would follow in case of no improvement. On work performed by him and supposed to be perfect, the firm was within two months required to pay back charges.

This explanation was made to the employees through their representatives, who expressed satisfaction on learning that he had not been discharged for any connection with the union. The difficulty was not renewed.

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**W. L. DOUGLAS SHOE COMPANY—BROCKTON.**

The following decision was rendered on June 5, 1902:—

*In the matter of the joint application of the W. L. Douglas Shoe Company of  
Brockton and the edgeseeters in its employ.*

PETITION FILED APRIL 22.

HEARING APRIL 30, 1902.

In accordance with an agreement existing in the factory of the W. L. Douglas Shoe Company, a dispute in the edgeseeting department has been referred to this Board for decision.

The controversy relates to the price per 24-pair case for setting and brushing the edges of \$3.50 shoes when two settings are required.

In view of all the evidence obtained at the hearing and by means of expert assistants, having carefully considered the same, the Board recommends, for the factory in question and under the conditions prevailing there, that 52 cents per 24-pair case be paid for setting and brushing edges of \$3.50 shoes when two settings are required.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**HIRAM A. BARNEY, MACUEN BROTHERS COAL COMPANY, HAROLD M. CURTIS, J. F. HASKELL, G. C. ADAMS, G. CENEDELLA, WILLIAM JOHNSON & CO.—MILFORD.**

On June 6 the Board went to Milford and investigated the teamsters' difficulty. It appeared that the Teamsters' Union of that town, including nearly if not quite all team drivers, had made a demand upon their employers in the form of articles of agreement, as follows:—

ARTICLES OF AGREEMENT, TEAM DRIVERS' UNION No. 168, AFFILIATED WITH THE A. F. OF L.

*This Agreement*, entered into between \_\_\_\_\_, party of the first part, and Local Union No. 168 of the Team Drivers' International Union of America, party of the second part, this day of \_\_\_\_\_, 1902.

ARTICLE I. The party of the first part agrees to employ none but members of Local No. 168 of the T. D. I. U. of A. of Milford and vicinity, or those who signify their intention to become members of the Local Union 168 T. D. I. U. of A. at the next regular meeting.

ARTICLE II. Ten hours shall constitute a day's work, and take care of your teams morning and night. That all time over and above said time shall be paid for at the rate of 20 cents per hour. It is understood that men shall care for horses from 6, on the mornings of holidays, without extra pay. That 4 hours, from 6 until 10 A.M., shall be agreed upon for all legal holidays, and full pay for week. No work shall be performed on Labor Day, except care of horses.

ARTICLE III. *Scales of Wages.*—The minimum rate of wages for a driver of a one-horse vehicle shall be \$10.50 per week; two horses or more shall be \$11 per week.

ARTICLE IV. Should any trouble arise between the employer and the employee, it shall be settled by arbitration (if the difficulty cannot be settled otherwise), the arbitration committee to be appointed as follows: one man by the employer, one by the T. D. I. U. of A. No. 168, these two to choose a third, and their decision

to be final and binding on both parties to this agreement, work to continue pending a settlement.

ARTICLE V. This agreement takes effect May 12, 1902. The agreement continues in force until one year from May 12, 1902.

A few master teamsters acceded to the demands; the others met at the Mansion House and rejected them. The matter coming to the attention of the Board, the following invitation was thereupon issued:—

STATE BOARD OF CONCILIATION AND ARBITRATION,  
BOSTON, June 7, 1902.

Messrs. HIRAM A. BARNEY, MACUEN BROTHERS COAL COMPANY, HAROLD M. CURTIS, J. F. HASKELL, G. C. ADAMS, G. CENEDELLA, and WM. JOHNSON & Co., and the Team Drivers recently in their employ at Milford, Mass.

GENTLEMEN:—This Board will meet at Milford with a view to ascertain—and if advisable report as the law provides—what, if anything, ought to be done or submitted to by either party, or by both parties, in order to terminate the difficulty in your industry.

The Board, in the performance of its duty, interposed of its own motion on June 6, with a view to bring about a reconciliation, and the proposition was finally received with favor on both sides. There is reason to believe that, if all concerned will meet and discuss the matter in a spirit of mutual concession, some misunderstandings may be cleared away and the whole difficulty speedily brought to an end.

Accordingly, you are hereby invited to appear at the Mansion House in Milford at half-past 1 o'clock in the afternoon on Tuesday next, June 10, and confer, in the presence of the Board, on the subject of a settlement.

Respectfully,

BERNARD F. SUPPLE, *Secretary*.

On June 10, though the workmen's committee appeared, headed by the president of their national organization, only one of the employers came to the proposed conference, and he had no authority to discuss conclusions. He came, he said, in behalf of other team owners, in courteous response

to the Board's invitation, but only for the purpose of placing in the hands of the Board the following statement, which he read, defining their position : —

MILFORD, MASS., June 10, 1902.

*State Board of Conciliation and Arbitration, Milford, Mass.*

DEAR SIRS : — At a meeting of the master teamsters, held last night, it was found that it would be impossible for us to accept your kind invitation, and meet your honorable committee as a body. We send you, however, a proposition by one of our members of what we are willing to do to effect an amicable settlement.

On consideration that the union declares the strike off, removes all barriers to the successful conduct of our business, and restores good will to all, that we, as master teamsters of Milford, will (provided the men not working wish to return among us) reinstate them as far forth as possible.

This we are willing to do, and hope it will meet with your approval.

Indorsed by the

MASTER TEAMSTERS OF MILFORD.

Nothing further could be done in the premises than to give appropriate advice, and assure the parties that the Board would be pleased to renew its efforts to obtain a settlement on the slightest change sufficient to warrant further mediation.

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**COPLAND BAKING COMPANY—SOMERVILLE.**

On June 9 the Board, being credibly informed of a difficulty involving the journeymen employed in the wholesale bakery of the Copland Baking Company at West Somerville, communicated at once with the manager, and offered its services in an endeavor to bring about a settlement. The manager expressed his appreciation, and said that there had been a difficulty, not of such magnitude, however, as

could not be cared for in the counting room ; but it was now practically ended, and he did not apprehend that it would be repeated or grow into a serious inconvenience ; if, however, the situation should change, and the services of a disinterested third party should be required, the Copland Baking Company would gladly avail itself of the Board's offer. There has been no serious difficulty since then.

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**GEORGE G. FOX COMPANY—BOSTON.**

George G. Fox Company of Boston, engaged in the manufacture of bread and pastries, became a party to the following agreement :—

BOSTON, MASS., April 3, 1902.

*This Agreement*, made and entered into this third day of April, A.D. 1902, between a committee of master bakers, parties of the first part, and a committee of journeymen bakers of Boston and vicinity, parties of the second part, to go into effect the first day of May, 1902, and continue in force until the first day of May, 1903, *witnesseth* :—

ARTICLE 1. Party of the first part agrees that on and after the first day of May, 1902, 60 hours shall constitute a week's work for all bakers in their employ (work on brown bread and baked beans Sunday mornings not to be included in the above sixty hours).

ARTICLE 2, SECTION 1. Party of the second part agrees to perform in a faithful and workmanlike manner all duties required of them by the party of the first part.

ARTICLE 2, SECTION 2. Party of the second part further agrees that, in case of any trouble or any misunderstanding between the parties of this agreement, any such differences shall be referred to a committee of arbitration, consisting of three master bakers and three journeymen bakers, acting jointly with the State Board of Conciliation and Arbitration whenever necessary. The decision of this arbitration committee shall at all times be binding to both parties.



ARTICLE 2, SECTION 3. The party of the second part further agrees that all work shall be carried on pending the arbitration of any differences.

For the MASTER BAKERS,  
GEO. A. SANDERSON.  
JOHN MITCHELL.  
LESTER W. BLANCHARD.

For the JOURNEYMEN BAKERS,  
JOSEPH T. WALSH.  
ANTHONY FLYNN.  
BERNARD HAFMANN.

On the 14th of June a committee of master bakers appeared before the Board, submitted a copy of the above, and complained of a threat to violate the same by successive strikes, beginning that night with George G. Fox Company. The demands of the union upon the Fox Company, as stated to the Board by the committee, were: first, to discharge an objectionable man, or compel him to settle his union dues; second, to require the foreman to join the union forthwith. The employers' committee stated that the representatives of the workmen acknowledged that their demands were not regular, but said that, owing to the state of feeling on the part of a large number within the union, a strike was imminent. The employers' committee expressed a desire that the strike be prevented, pending consideration of the grievances, inasmuch as two holidays, involving the preparation of double quantities of food, were near at hand; in making their demand at this time, the workmen were taking their employers at a very great disadvantage. The Board promptly undertook to interview the workmen and their representatives, with a view to seeing what, if anything, could be done to avert the strike.

Inquiries were made among the workmen, and it was learned that there was a large conservative minority that was not in favor of the strike, partly through conservatism, partly because they appreciated the difficulties under which their masters labored, and partly because of the agreement of April 3, which made ample provision for the settlement

of difficulties without recourse to harsh expedients. But the stipulation to refer future disputes to State arbitration was not sufficient to restrain the majority from hostilities, and they claimed that the agreement had been violated in some respects so often, although not yet many weeks old, that it had no binding force whatever upon them. They denied that it was a capricious desire to exercise their power; on the other hand, they wanted it distinctly understood that no foreman should tyrannize over them without a protest. The George G. Fox Company, they said, had three very objectionable foremen; one of them was offensive in word and in deed against the journeymen because they were members of a trades union. As to the man indebted to the union, they made no grievance whatever concerning him; they could take care of him without making it a contention with the employer. Nothing remained but to satisfy the one demand that the three foremen should join the union, and no abatement of that demand would be made on any account whatever. The workmen denied that the employer had been taken by surprise; the matter had been laid before him for several days, and he knew well, or ought to know, that the union intended to do precisely what it said.

When the exact attitude of the union was laid before the manager of the Fox bakery, he said that they had chosen a good time to enforce their demands; the hotel and restaurant trade, especially at holiday resorts, on the 17th of June was seriously threatened, and the strike would doubtless occasion the permanent loss of several customers. As evidence of that, he showed a note just received from one of the restaurant keepers of Boston, saying that, if he did not send him his pies Monday morning (the 16th), he would not trade with him any more. The manager of the Fox bakery was loth to coerce any employee to do anything contrary to his

wishes, but he was willing to state the difficulty to the three foremen, and leave it to their generosity to relieve him of the embarrassment. This he was strongly urged to do, and application blanks for admission to the union were provided, in case the foremen in question should conclude to accept the union's invitation. In the evening the employer called on the Board with the applications signed, and requested that the Board transmit them to the union. A visit was paid to the union's headquarters, the applications were handed to its committee; they were received with great enthusiasm, and the strike was declared off, and at 11 o'clock that night the employer was so informed. It was difficult to induce the union to consider any question other than the contemplated strike in Fox's bakery; the controversies with the other master bakers would best be considered at a later period. In a communication received a few days later the union expressed its gratitude in the following terms: "The last meeting of the Bakers and Confectioners' Union No. 4 voted to express to you its thanks for the noble services rendered to us in bringing to a peaceful settlement the difficulties which were existing between our organization and the George G. Fox Company of Charlestown. The union instructed me to notify you of that action, and I assure you that we appreciate your services very much."

The fact that violations of the trade agreement had been asserted was suggested as an argument for a careful revision; and it was finally understood that the parties to the agreement would respond to any invitation that the Board might send them, and meet one another at the State House to discuss the subject of a new agreement. No such conference has as yet taken place, the masters saying that the agreement of April 3 is perhaps as good as any other that might take

its place. Several controversies have arisen which have been peacefully settled; strikes have been threatened, but averted in one way or another. The Board witnessed, under the agreement, the settlement of another controversy which is treated of in the following.

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**GEORGE G. FOX COMPANY—BOSTON.**

On July 9 a difference arose between the George G. Fox Company, master baker of Boston, and its employees, concerning over-time pay in the week of July 4. It was feared that the controversy might lead to a serious difficulty, and extend to other bakeries. Conferences had been had with Mr. Anthes of the Bakers' Union, with the resultant understanding that both parties were to lay the matter before this Board. Other employers stated that there was strong reason to fear a strike on the following Saturday night; and they earnestly requested the Board to ascertain what, if anything, was demanded, and whether some adjustment could not be made without any difficulty. The Board undertook to do as requested.

On the following day, Mr. Anthes, business agent of Bakers and Confectioners' Union, called, and notified the Board of a difficulty concerning holidays and over-time in the bakery of the George G. Fox Company, saying that according to agreement it should first be considered by a joint committee, and in the last resort referred to the State Board of Arbitration, and that there would be no strike until these measures had been exhausted. He expressed a desire of getting the joint committee, consisting of three employers and three employees, together in the presence of the Board at an early date, and promised to respond imme-

diately to any invitation that the Board might send by telephone. The Masters' Association was notified accordingly, and both parties invited to call on the morrow.

On July 11 a conference was had in the presence of the Board. The dispute was whether, under the agreement, 50 hours should not constitute a week's work when there was a holiday in the week. After the conference had been prolonged to a late hour, a compromise was reached, in effect as follows: all time over 50 hours shall be paid at the rate of 30 cents an hour up to 5 hours' extra time; more than 5 hours' over-time shall count as a day, at the rate that the workmen in question may be entitled to.

Thus they settled their difficulty, and no further disagreement in George G. Fox Company's bakery has been heard of, though slight frictions in other quarters gave evidence from time to time that a new agreement in the baking industry of Boston and vicinity is much needed.

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**BOWKER, TORREY & CO.—BOSTON.**

Seventy marble workers in the employ of Bowker, Torrey & Co. quit work on June 23 because the firm kept an objectionable man in its employ. Information having reached the Board on the following day, interviews were had for the purpose of arranging a settlement. It appeared that the settlement effected last spring, through the mediation of the Board, involved a misunderstanding in regard to the terms of the former agreement. The strike was the result of this unsatisfactory condition. The Board thereupon brought the committee to the employer, and a conference was had, at which they came to an understanding, and the strike was declared off.

**WALKER & PRATT MANUFACTURING COMPANY—  
BOSTON.**

On June 25 the steam fitters and helpers, 12 in number, employed in the shop of the Walker & Pratt Manufacturing Company of Boston, ceased working, for the reason, as alleged, that the company retained a certain workman indebted to the union in the amount of \$23, which he refused to pay. On the 27th of June notice of the difficulty was received from the Massachusetts Master Steam and Hot Water Fitters' Association. Communication was thereupon had with the steam fitters and steam fitters' helpers, represented by J. J. Brophy, business agent for both unions.

It was claimed that, since the employer had habitually ignored the preference clause of the agreement then existing, the employees were also disposed to disregard the arbitration clause, and would not hesitate, upon occasion, to strike. The difficulty was not a strike in the opinion of the union. On the day of the difficulty Mr. Brophy called the foreman's attention to the fact that the men were dissatisfied, and asked him to adjust the matter. The foreman referred him to the officers of the company, and he reported his reply to the men. While Mr. Brophy was waiting to see the officers of the company, the foreman directed three men to go to work, and they said that they preferred to wait until Mr. Walker or Mr. Whittemore had passed judgment upon their grievance. When the case was finally stated to Mr. Walker, he said that the matter was none of his business, and he would have nothing to do with it. When the business agent reported this to the men, they said it was no more their business to adjust than Mr. Walker's, and they went out. These men, Mr. Brophy said, were as

ready now to confer with the employer on the question of adjustment as they were before the trouble, provided they were not required to work with non-union men. The employer was thereupon informed of the men's attitude, and he also expressed his willingness to confer.

On the 30th representatives of both parties appeared by invitation and conferred in the presence of the Board. Mr. Brophy said that he had been approached several times by the delinquent man, who promised to pay his indebtedness to the union. The employer expressed a hope that the Board would rule forthwith upon the question whether the men did right in going out on strike, in violation of their agreement. The Board expressed the view that there would cease to be any controversy when the delinquent joined the union, since there would then be nothing but the employer's will to prevent the men's returning to work. The employer said that he would not take all back in any event, and the conference adjourned without result.

On that evening the unions voted to declare the strike formal, and from that time forth the members had no relations with the Walker & Pratt Manufacturing Company. The Board on several occasions interviewed both parties, in order to see if anything in the situation gave promise of a settlement, but found no disposition on either side to compromise. On the 21st of July a letter was received from Local Union No. 22 of the National Association of Steam and Hot Water Fitters, saying that the union had declared the agreement between the master steam fitters and their journeymen null and void.

Years have now elapsed since representatives of the journeymen and the master steam fitters began trying to perfect such an agreement as would foresee all the contingencies that might arise in their industry, and provide for the peaceful

settlement of disputes. Notwithstanding the fact that controversies had been increasing in number and growing more acute day by day, the organizations were steadily approaching an understanding, and their representatives were on the eve of signing a trade agreement, when the difficulty arose in the Walker & Pratt establishment. On account of that difficulty the negotiations between the two bodies ceased, and have never since been renewed; and both masters and men have been obliged to carry on their occupations without those advantages which accrue from a well-considered trade agreement, — advantages that are plainly manifest in other industries.

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**ROBERT BURLIN, GEORGE COLEMAN, R. S. JONES,  
HOOPER, LEWIS & CO., WILLIAM T. SADLIER AND  
W. S. LOCKE, Jr. — BOSTON.**

A strike occurred in the latter part of June in six book-binderies, owing to the following demand of the International Brotherhood of Bookbinders, Local Union No. 16, for binding blank books: finishers, \$18 and \$21 a week; extra job forwarders, \$18 a week; assistant job forwarders, \$16.50; stock job forwarders, \$15; 9 hours a day or 54 hours a week to constitute a week's work; over-time to be at the rate of time and a half; Sundays and holidays, double time; 1 apprentice to 5 men or fraction thereof.

On learning of the strike of 74 blank-book binders, the Board on July 1 offered to both parties its help in any way that might induce a restoration of peace. It appeared that four firms involved had settled on the previous day. The six other employers expressed on the whole their satisfaction with the existing situation. This was reported to the trades union. The business had not ceased at any of the binderies, and the Board's attention was not again called to the difficulty.



**CHARLES A. EATON COMPANY—BROCKTON.**

The following decision was rendered on June 30, 1902:—

*In the matter of the joint application of Charles A. Eaton Company of Brockton and the lasters employed in its Factory No. 2.*

PETITION FILED APRIL 7.

HEARING APRIL 9, 1902.

This case presents for decision a question of prices for pulling-over and operating with the consolidated hand-method lasting machine.

Inquiry having been made with the assistance of experts, and full consideration given to the material used and the grade of shoe produced, and having in view all the circumstances, the Board recommends that the following prices be paid in this particular factory for the work in question:—

	Cents per Pair for —	
	Pulling-over.	Operating.
Regular stocks, i.e., box calf, velours calf, vici, kangaroo, calf and the like, black or colored:—		
Plain toe, without box, . . . . .	2 $\frac{1}{2}$	1 $\frac{1}{4}$
Cap toe, heavy canvas box, . . . . .	2 $\frac{1}{2}$	1 $\frac{1}{4}$
Patent leather:—		
Plain toe, without box, . . . . .	3 $\frac{7}{12}$	1 $\frac{3}{4}$
Cap toe, heavy canvas box, . . . . .	3 $\frac{7}{12}$	1 $\frac{3}{4}$
Enamel:—		
Plain toe, without box, . . . . .	3 $\frac{7}{12}$	1 $\frac{3}{4}$
Cap toe, heavy canvas box, . . . . .	3 $\frac{7}{12}$	1 $\frac{3}{4}$
Over above prices:—		
Flat leather box (extra), . . . . .	$\frac{1}{4}$	
Samples and single pairs (extra), . . . . .	2	

By the Board,

BERNARD F. SUPPLE, *Secretary*

**WILLIAM ROSNOSKY & CO.—BOSTON.**

On the second day of July, William Rosnosky & Co., manufacturers of cloth hats and caps, discharged 2 men who were members of the United Cloth Hat and Cap Makers of North America. A committee from the local union demanded

the men's reinstatement, which was refused, and 15 others quit work on July 3, and went on strike to resent what they considered an attack upon their union rights.

The employer stated to the Board that he had merely exercised his right to discharge, and he did not feel that he was answerable to anybody; moreover, the men were discharged for sufficient cause. The Board requested him not to complicate the difficulty by hiring new hands, at least for a while, until an effort had been made to bring about an adjustment. This was readily assented to.

After several efforts an interview was finally had with the committee of the union, including the national secretary, Maurice Mikol, who came from New York to conduct affairs during the strike. A conference of parties was had on July 9 in the presence of the Board, at which the firm was represented by Mr. Max Rosnosky. The difficulties discussed were chiefly two.

Concerning the discharge of the two men, the union alleged that it was a punishment for participating in a meeting of the union, at which the proposed demand for better wages had been discussed; and claimed that the two men were competent, inasmuch as they had been employed for a long time in the shop, and that incompetency was not mentioned at the time of their discharge, but was an afterthought not worthy of serious consideration. The employer said in reply that, owing to the division of work, when business was brisk he could find something for men to do whose efficiency was not up to the standard; but when work was slack, and he was compelled to lay off any, he would naturally discharge those most easily spared; if he gave no reason at the time of the discharge, it was because he did not like to have his right questioned; moreover, it is generally believed that the busi-

ness transacted at union meetings is secret, and at all events he knew absolutely nothing of what was going on at their meetings save that which the committee chose to tell him; the men in question were not discharged for activity in union affairs.

The other difficulty was a price-list involving an increase on about a dozen items. When the list had been discussed, item by item, Mr. Rosnosky said he would take the matter under consideration until the following day, at 3 o'clock. The committee reminded the employer that they came vested with full power to settle, and demanded an immediate answer. Mr. Rosnosky said he also had full power to settle, but the price-list involved material changes that would require careful consideration, and he declined to give an answer until the following day. The national secretary said the longer the men remained out, the greater the injury to them, and the prospect of a demand for still higher prices by way of indemnity. The employer said he could not consider the loss that might fall to them, inasmuch as the injury done to his business occupied his attention. The conference was on the point of breaking up when a recess was taken, and the workmen were separately advised to reconsider their position; and the committee, after a brief consultation, returned to the conference and stated that they would grant until the following day at 10 o'clock. The employer said that the time was too short. The conference was again on the point of breaking up, when a compromise was effected on this point, whereby a definite answer was to be given precisely at 12 o'clock noon. Mr. Mikol said that the union demand concerning the two discharged men was their reinstatement unconditionally. The conference thereupon dissolved.

At 12 o'clock, July 10, Mr. Mikol and the committee of the local Cap Makers' Union called to receive the employers' answer to their demand; and at the same time Mr. Rosnosky, senior member of the firm, who had arrived from New York, telephoned a desire for a conference in the presence of the Board, which was arranged and entered upon without delay. The conference closed without arriving at any conclusion. Two counter propositions to the price-list that had been presented by the committee were made by Mr. Rosnosky, and taken under consideration by the committee with the understanding that a reply would be forwarded as soon as possible.

On the 11th Mr. Mikol and the workmen's committee called on the Board and reported that the two propositions of William Rosnosky & Co. had been rejected by the union, and a formal strike declared. Within a few hours, however, a settlement was reached, whereby the two discharged men were reinstated and the strikers received into their old positions without discrimination, at wages increased, on the various items of manufacture disputed at the conference, from 5 to 10 per cent. No difficulty has since arisen in that factory.

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#### WALTON & LOGAN—LYNN.

About the middle of July the entire force of lasters employed by Walton & Logan, shoe manufacturers at Lynn, joined Lasters' Local No. 22 of the Boot and Shoe Workers' Union. Prior to that time the lasting department had been run as a free shop. On Friday, July 18, some 54 hand lasters were discharged without being given any reason therefor. The workmen accused the firm of opposition to the union, and the union pronounced the discharge a lock-

out. The firm denied that it was anything in the nature of strife between capital and labor; they were simply going to change their hand lasting to machine lasting; for that reason paid off their hand lasters, and that was all there was to it.

The Board proffered its mediation, and advised the business agent of the union to seek an interview for the purpose of restoring harmony. He expressed a difficulty in believing that the firm intended to abandon hand lasting, and said that the officers of the union would seek a conference with the employer. On learning that negotiations were about to begin, the Board concluded to await the result before proceeding further in the matter.

On the 23d of July, as the outcome of the proposed interviews, a settlement was effected between National President John F. Tobin of the Boot and Shoe Workers' Union and Business Agent Jackman, on the one hand, and Messrs. Walton & Logan on the other. By this agreement the wages of the men were increased one-half cent a pair for piece work, and the firm consented to employ none but union men thereafter in the lasting department.

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#### GOLDBEATERS — BOSTON.

The United Goldbeaters' International Union of America undertook to establish minimum prices for goldbeating. In some cases  $4\frac{1}{2}$  cents a "book" had been paid to piece workers. On July 17 all the master goldsmiths in the United States were notified of a desire for a uniform minimum price of 8 cents a "book," and a minimum wage of \$21 for such as were employed by the week.

The employers met in New York on the 18th, and published the following reply:—

Having received notice that the journeymen goldbeaters were to demand an advance in wages on July 21, without giving the employers sufficient time to notify their customers and to arrange prices, a meeting of the employers of the country was held in New York on Thursday, July 18, and after a full discussion of the situation came to the following conclusion: —

1. That there is and has been no necessity for arbitrary action on the part of the journeymen, as the employers are now and have been for some time ready to give them wages to the extent of safety against the importation of leaf and the substitution of imitation leaf and the colored metal now being used largely. The only reason wages were not advanced long ago was because a part of the journeymen do not want it.

2. That no competent, sober and honest journeyman is out of work, and therefore about one hundred girls, whom it is proposed to drive from their positions, are doing no harm and are not taking the place of a single man, and it would be unfair, unjust, selfish and cruel to take their places; and, as every one worthy of work has a place, no good can be accomplished by such a course. Under these circumstances, the employers have decided that there is nothing to be gained for either party by touching this question, as it does not interfere in any way with what we suppose you desire, — better wages on account of the increased cost of living, etc. It was therefore decided to pay, on and after Monday, July 21, 7 cents per book for beating work and \$15 per week for week work.

This gives the journeymen all they could get if they struck for a year, and prevents loss of time and distress to any one. We desire to say that these wages are above the importation price; but, as you seem to be willing to take the risk, and as you will suffer most when the Germans take part of the market, the employers have decided to give the above wages at once. As you now can get good wages and all be employed, it would seem folly to go into a long contention on other points, as you are now offered the most that can ever be gotten out of the trade with the surrounding conditions, which must be taken into consideration by both sides.

The members of the union felt that their officers had been ignored, and, without awaiting the action of the officers,

declared a strike, which, however, afterward received the sanction of their national organization. The men quit work on July 19, the strike being hastened, it is said, by the discharge of some goldbeaters in Philadelphia. According to official accounts, more than 400 goldbeaters joined in the strike, of which 194 men struck in New York, 86 in Philadelphia, 31 in Chicago, 3 in Hartford, 8 in Springfield, Mass., and 40 in Boston, with a scattering of smaller numbers throughout the country.

On July 31 this Board interposed, with an offer of mediation to the Boston firms. The following is a copy of the demand: —

FRED W. RAUSKOLB, Esq.

DEAR SIR: — I have been instructed by the United Goldbeaters' National Union of America to inform you that on and after July 21, 1902, the rate of wages set by this union shall be 8 cents per book and \$21 per week for week work, and all men shall work direct for the employer; and also, no man shall be permitted to work where girls are employed for other than cutting; also, all goldbeaters working for any firm must be members of this union.

W. N. BATTURS, *National Secretary.*

Mr. F. W. Rauskolb stated that his house was paying 5½ cents a book, which price was 20 per cent. higher than in other cities; he was willing to pay 7, and had so offered. E. S. Cabot stated that the discharge of 3 workwomen was called for. The difficulty in Lauriat's shops at Medford, employing about 3 goldbeaters, was considered. Several interviews were had with employers and employed, but, as in all such cases, where the strike is managed by a national organization, the employees affected did not feel that they could make any concession. They said that they did not object to the employment of women, provided the women be paid the same wages as the men; but they were firmly

resolved to prevent, if they could, the employment of women, children or strangers in the places of competent journeymen goldbeaters for lower wages than an American workman can live upon. Relying upon the strength of their national organization and the support of the American Federation of Labor, they expressed their confidence in a successful result.

Mr. E. S. Cabot retained the girls in his employ for finishing up work that had been left incomplete, and he declared that he would not discharge anybody because of a demand. The employers said that they had used their goldbeaters well, had made them such an offer as would enable them to earn from \$25 to \$30 a week, and were not disposed to leave anything to arbitration. In Springfield, where skilled workmen received from \$15 to \$18 a week, 8 men were out on strike, which enforced the idleness of about a dozen workwomen. The ordinary occupation of girls at a goldsmith's consists in putting the beaten leaf gold into the books in which it is sold to consumers, preparing the leaflets to prevent adhesion of the gold, and forming the books into packs ready for shipment.

The men argued that much skill is required in goldbeating, and great judgment in determining when the leaf is of the requisite thinness. The following correspondence expresses clearly the attitude of the parties to the controversy at Boston : —

The Goldbeaters' Union made the following statement through its executive committee, July 26 : —

The organization of goldbeaters, at present involved in controversy, respectfully requests the privilege of presenting their statement to the public.

Some seven or eight years ago the condition of the goldbeaters was such that the recognized wages were \$6.20 for what was



termed a "beating," which enabled the practical goldbeater to earn a living wage, in most cases realizing \$21 for a week's work.

It requires years of practice to become proficient in this particular craft, and it is known to be laborious work. Changes in the trade have taken place, in which the organizations have become separated, through the influence of some of the employers who are ever ready to adopt unfair tactics by introducing so-called improved methods, which divide the work from the actual mechanic, and place the remainder of it in the hands of unskilled people.

The goldbeaters, realizing only one course to pursue, were forced, through circumstances, to reorganize, and they have done so. While perfecting the organization, some of the employers of Philadelphia began to discharge some of their men, which resulted in a general strike.

The goldbeaters now claim the restoration of the prices which they formerly received, to enable them to earn what they always were earning, and because the cost of living to-day is far in excess of what it was a few years ago.

Trusting that the public will understand that the goldbeaters simply ask for justice, in order to maintain themselves and families and the right to live, we are respectfully yours,

JAMES TOWLE,

FRANK FIFIELD,

ALBERT CARPENTER,

*Executive Committee of the Boston Goldbeaters' Union.*

In reply, the gold leaf manufacturers issued the following statement, July 28:—

A statement of the executive committee of the Boston Goldbeaters Union, in relation to the present controversy between the men and employers, having appeared in the newspapers, and the statement being so manifestly unfair and misleading, it would seem to be the duty of the manufacturers to state their side of the case.

Part of the truth is sometimes a great deal worse in misleading the public than a deliberate falsehood; and we wish to state the whole truth in relation to the points touched upon in the statement referred to.

In that statement it is said that seven or eight years ago the recognized wages were \$6.20. This the Boston manufacturers wish it understood was not universal, some of the leading firms in

the country paying but \$3.20. This the executive committee neglects to state.

The committee also says that at those wages a practical goldbeater could make \$21 a week. Any one of the three men of the executive committee who signed the article could make more than that at the prices offered. One of the men who signed the article has averaged more than that at the wages from which he struck, and we are offered an advance of nearly 40 per cent.

They further state that, through the influence of some of the employers, who are ever ready to adopt unfair tactics, so-called improved methods are introduced which divide the work from the actual mechanics, and place it in the hands of unskilled people. This is unfair to the Boston manufacturers, inasmuch as they have none of the unskilled labor referred to, and have always employed actual mechanics in every department. We presume the unskilled labor referred to in the statement of the executive committee to be the employees of other cities, who have been at their respective tasks for twenty years or more. The unfair methods referred to, we presume, refer to manufacturers in other cities who have never been willing to pay living wages. The Boston manufacturers have for nearly three years paid wages 20 per cent. in excess of the recognized New York schedule. This, to manufacturers in and around Boston, means payment for goods produced in their factories of nearly \$20,000 in the period referred to. In view of this fact, and that the manufacturers have been compelled to meet in the market competition of low-paid labor, it seems unjust for the executive committee to include Boston manufacturers in the general statement of the nature referred to.

The executive committee further states that "the goldbeaters now claim a restoration of prices which they formerly received, to enable them to earn what they always were earning, and because the cost of living to-day is far in excess of what it was a few years ago. Trusting that the public will understand that the goldbeaters simply ask justice in order to maintain themselves and families, and the right to live."

The gold leaf manufacturers of Boston believe they have done their full share in assisting their men to maintain their families, and have not interfered with their right to live by what they have done during the past three years in giving the wages referred to above. We believe our men, in the statement issued to the public,

should not get generalize, and lead the public to believe that it was the Boston manufacturers referred to in the statement issued by the committee of the Boston union.

The recognized wages in the United States before the strike were 4 cents per book. They have struck for 8 cents. It is an advance of 100 per cent. We have offered them 7 cents, an advance of 75 per cent. over the regular recognized schedule, and the majority of our men claim to be perfectly satisfied with the offer, and would like to go back to work, but they say they are compelled to stay out by the national union until certain firms of other cities discharge help which had remained faithful to them for from three to twenty-two years.

Our customers understand the situation perfectly, and have expressed themselves as perfectly willing to endure the inconvenience of waiting for gold, provided they have to; so it would seem that, if the men continue in their present course, the strike would certainly be a long one.

It would seem to an unprejudiced person that men who have been treated as fairly as have the men of the Boston union in times past would grant permission to the employers to run the office end of the business as best suits their own convenience.

It would also seem, in view of the treatment they have received in the past, that they would at least give the Boston manufacturers the credit for having been fair, and not attempt to lead the public to believe that the Boston manufacturers were included in the statement of the executive board.

Our shops are open, and our men can come back at any time, singly or in a body; and any man who returns to work will be protected by his employer.

F. W. RAUSKOLB.

EDWIN S. CABOT.

A. A. LAURIAT.

Towards the middle of August the situation in Boston was unchanged, and it is said that 98 per cent. of all the workmen of that industry throughout the country were awaiting an adjustment of their difficulties.

A conference was held on the 13th of August in New

York between employers from the larger cities and officers of the American Federation of Labor. The employers offered \$1 a week increase on weekly wages and no increase on piece work, but no agreement was reached. The importation of gold leaf from other countries was urged in some quarters as a solution of the difficulty. Grave fears were expressed of a sympathetic strike in other trades using gold leaf.

On the 15th of August several masters in various sections reopened their shops at union prices. There was some delay in the men returning to work, owing to the tardiness of advice from their national headquarters, which was withheld because employers did not agree to reinstate all who went out on strike; but on the 20th the goldbeaters of Springfield returned, having received the sanction of their national officers and gained most of their demands. On the same day a telegram was received in Boston from President Lambert of the goldbeaters, declaring the strike off in all shops where 7 cents a book had been agreed to by the employers, and where they entered into a contract to employ no women at men's work; and on the following day all hands returned to their former occupation.

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**A. J. BATES & CO.—WEBSTER.**

On July 19 a difficulty was reported in the factory of A. J. Bates & Co., and the Board interposed with a view to inducing a settlement. The matter became the subject of negotiations between the Boot and Shoe Workers' Union and the employer, and the controversy varied in extent from a few departments to the whole factory, and disappeared from notice until December. In the early part of that month

a price-list, asking for an increase varying from 10 to 33½ per cent. throughout the factory, was presented by the employees.

On December 15 a joint application was received from A. J. Bates & Co. and the employees in the lining making department, alleging a change of system, whereby the lining makers could not earn so much as before, and a reduction of price. The firm alleged that less work was required than under the old method. It was learned that this was but a part of the whole controversy, in which no settlement had as yet been made. The Board advised the parties to settle as many points of controversy as were presented in the price-list, and then, if any dispute remained, the Board would give a hearing and pass upon the matter. It was recently learned that the Board's advice was accepted, and nearly all the matters in dispute had been agreed to satisfactorily to both parties. A hearing will soon be given on the remainder of the contest, and the decision thereon, if any, will be reported next year.

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#### **AMERICAN TUBE COMPANY—SOMERVILLE.**

On July 29 a strike of 600 employees occurred in the works of the American Tube Company, Somerville. The Board had separate interviews forthwith with the parties to the controversy, and proposed to them a conference in the presence of the Board, to take place on the following day, which was accepted.

Accordingly, on July 30 officers of the company met the workmen's committee in the presence of the Board, and conferred on the question of a settlement. The grievances alleged by the men were unjust discrimination by a foreman, and abusive treatment. They requested the reinstatement

of a former workman discharged for disrespect to the superintendent, and an investigation into the conduct of an obnoxious fellow workman. After a friendly discussion, a settlement was reached; and on July 31 the 600 employees returned to work.

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#### FISH PACKERS — GLOUCESTER.

At the beginning of 1902, men and women of Gloucester engaged in preparing fish for the market were organized into two bodies: the Fish Skinners, Cutters and Handlers' Union, and the Female Fish Sorters' Union. Wage-earners occupied with fresh fish are called fish handlers; fish skinners work on salt fish. Early in the spring the fish skinners, through their union, presented to their employers certain demands in the form of an agreement, as follows: —

The packers to employ none but union men in good standing in the local union.

Nine hours shall constitute a day's work. One hour shall be allowed for dinner, 12 to 1. That said time shall commence at 7 A.M. and end at 5 P.M.

Holidays shall be Washington's Birthday, Lexington Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas, with no deduction from the weekly pay roll.

The union on its part agrees to do all in its power to further the interests of its employers and to furnish competent help when necessary.

A strike to protect union principles shall not be considered a violation of this agreement.

Should a strike be ordered and an agreement not be reached, the dispute shall be submitted to the State Board of Arbitration and Conciliation for settlement.

This agreement to take effect August 1, and to continue for one year.

The minimum rate paid to fish skinners shall be as follows, all fish to be skinned by piece work: —

Codfish, large, 22 inches and over, 30 cents per cut; medium cod, 16 to 22 inches, 40 cents per cut; snapper cod, 16 inches and under, 50 cents per cut.

Pollock, cusk and hake, large and small, 40 cents per cut.

Haddock, large and small, 50 cents per cut.

Fish skimmers shall do no work other than skinning fish and take the fish from the scales, in the same building where they work, and clean up waste without extra pay.

The demands of the fish cutters, also embraced within the union, are substantially as follows:—

Workers by the week, \$15, hours same as above. Time and a half pay for over-time, and pay for holidays.

Workers by the hour to receive 40 cents for cutting fish. All cutters shall skin fish when ordered to do so, but only by the piece at the scheduled rates.

All work of brick handlers and packers to be done by piece work, according to the schedule submitted.

For fish handlers, for common labor, 30 cents an hour; over-time and holidays, 35 cents per hour. For splitting and heading, 35 cents per hour; Sunday work, 50 cents per hour.

The wage-earners' committees had several interviews with employers, but no agreement was reached. Negotiations ceased for a time, and the employers effected an organization on June 13. Both parties were entering into a contest of endurance,—the first in the history of the chief industry of Gloucester. While there was reason to fear the injury it would inflict upon the community, on the other hand, the fact that the employers were willing to treat with the workers and had made some concessions warranted a hope that some adjustment would be found, and efforts were again directed to that end. Within ten days of the time announced for the strike, five conferences were had, but without agreement. On July 29 the union, by a vote of 240 to 17, resolved to strike on the day appointed, August 1. The strike involved a larger number.

On July 31, 655 quit work at the usual time, removed their tools and left the skinning lofts, with no intention of returning on the following day. The fish handlers who prepare fresh fish for curing, belonging to the same union as the strikers, declared they would not handle any fish so long as the strike continued. The workwomen engaged in sorting and trimming, having sympathy with the strikers, also claimed to have grievances of their own; they had submitted demands to the employers' association, with a view to enforcing them on August 4, the chief of which were \$7 a week for experienced hands, a 9-hour day and recognition of the union, and had heard nothing by way of reply to the demands. They announced their intention to strike unless the demands were granted in the interval. The workwomen's union also voted that, in the event of the employers granting their demands, they would remain at work, but do none of the work that had lately been performed by the strikers, neither would they work with non-union employees. Sympathetic strikes were threatened by members of the fishermen's, box-makers' and teamsters' unions. The coopers expressed their intention to do no work except cooper work, nor to work on barrels for fish put up by non-union men.

Several fishing schooners arrived in port at this time, but no men could be obtained to take out the fish. One of these was manned by a union crew; and the workmen on strike, in order that the crew would lose nothing, announced their willingness to handle cargoes brought in by union men, but no others. Some fares of fish, however, were landed by the crew according to their contract with the employers, and others by the employers themselves, assisted by clerks.

On the first day of the strike, August 1, the union ordered the strikers recently employed by Pinkham & Foster to re-



turn to work, and do all in their power to assist that firm in carrying on its business. This was due to the fact that four months previously an agreement had been made. The firm, however, informed the union that the agreement was made with the understanding that it would bind only when a majority of the employers had signed; a majority not having been secured, the firm did not consider itself bound by that agreement. The strike was thereupon renewed in that loft.

Men engaged in rigging went out on strike on this day, to enforce a demand for an increase in wages from 30 to 35 cents an hour, which the bosses had refused to grant. After being idle for two days, the workwomen's strike, involving 95, began, and the management thereof was placed by them in the hands of the workmen's union.

On August 1 the employers' association issued the following statement: —

GLOUCESTER, August 1, 1902.

Recognizing the fact that the present strike of the fish skimmers, cutters and handlers affects the whole community to a greater or less degree, the association representing the employers think it proper to make this public statement of their views.

We think it will be generally admitted that the present rate paid for common unskilled labor on the wharves, 25 cents per hour, is higher than is paid in most places; but the association, recognizing the fact that the cost of living is temporarily materially higher, and also wishing to avoid trouble with the men, if possible, agree to an advance of 10 per cent. for this kind of work, making the rate \$2.75 for a day of 10 hours.

In the skinning lofts, the cutters, selected from the best skimmers, get from \$13 to \$15 per week, with no loss of time except what is voluntary, and the same rate of pay for over-time. The other weekly employees in the lofts are paid according to their worth; being made up, as they are, of boys, women and men, naturally no regular rate of wages can be paid.

The rest are paid by the piece; and, as the general public would not understand the schedule, we will simply say that we think,

without question, any steady man of average capacity to work (with the present rate) will make fully as much or more than the average mechanic in our city.

On all piece work the association offered an advance, as nearly as we can estimate, of 15 per cent.

These advances were only agreed to after very careful consideration and three protracted meetings with the committee representing the union, no concession in the mean time having been made by the union. At the third meeting we finally told the committee from the union that we had made all the concessions that proper business prudence would allow, and that we could go no farther. Their answer was that they must hold to their original schedule as presented; that they felt, if they had erred at all, it was in not asking enough,—this notwithstanding the fact we have been told repeatedly by many of the union that the demands are so unreasonable they never should have been made.

After some time had elapsed the union appointed a new committee, and, to show their fairness, said they were willing to compromise; which meant simply, after holding three meetings, which had resulted in drawing from the association every concession they felt they could safely allow, as far as prices were concerned, to accept a compromise between all we felt we could give and what they never expected to get. Had we at the first three meetings acted with equal shrewdness, and held to our present scale of wages, we should have been able to have made a liberal compromise with the last committee.

In the first schedule, the union in Article 1 asked us to agree that we would employ none but union men; their new schedule asked us to agree to instruct our foreman to give union men the preference in every case. This plainly is a distinction without a difference, and we have no hesitation in saying this demand will never be agreed to. In our offer we said we would agree to make no discrimination against members of the union, and would meet their committee at any time to discuss any differences that might arise between employers and employees; further than that we cannot go.

The committee from the union advanced the theory that any advance in wages paid our men would simply be so much added to the cost to the consumer, and would not be any tax on the employer. Every one conversant with the conditions of the fisheries

knows that for the past twenty years we have had a constant fight to check the efforts of Canada for free fish. Those who have studied the question most carefully know free fish would mean the transferring of this industry across the border. Now, it does not make the slightest difference whether we have a duty or not, if the cost of production in Gloucester is increased sufficiently to give our competitors the advantage; and our present cost of labor is at least double what is paid by the Canadians.

While the committee from the Shippers and Curers' Association were acting under general instructions from the association itself, they were allowed a certain latitude. They were men who fully realized just what a strike meant; how unfortunate serious troubles between employer and employees are; and who, in case of a protracted strike, would meet with a heavy loss; they were naturally anxious to make all concessions that their judgment would allow; they have acted throughout without any spirit of hostility to the men or to the union, and they feel that they should not be held responsible for any losses or suffering that may result from the strike.

Per order,

SHIPPERS AND CURERS' ASSOCIATION.

The union replied as follows on August 4:—

When the Fish Skinners, Cutters and Handlers' Union was organized, they appointed a committee from every craft of the trade to make out a schedule of prices to be incorporated in our agreement, and a copy to be presented to each and every firm for their consideration; and Aug. 1, 1902, given as the date in which the new agreement should go into effect.

*Agreement.*

Agreement made and entered into by the Fish Skinners, Cutters and Handlers' Local Union 9582, as party of the first part, and of as party of the second part.

ARTICLE 1. Party of the second part does hereby agree to employ none but members of F. S. C. and H. U. in good standing, and carrying the regular working card of the organization, or those willing to become members at the next regular meeting.

ARTICLE 2, SECTION 1. That 9 hours shall constitute a working day.

SECTION 2. That 54 hours shall constitute a working week.

SECTION 3. That 1 hour, from 12 to 1, be allowed for dinner.

SECTION 4. That said time shall commence from time of reporting at premises, 7 A.M., till time of dismissal, at 5 P.M.

ARTICLE 3. The holidays recognized in this agreement are as follows: Washington's Birthday, Lexington Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas; and that under no circumstances shall any member of the organization be allowed to work on Labor Day. The days herein named shall not be deducted from the regular weekly pay.

ARTICLE 5. The organization on its part agrees to do all in its power to further the interests of said firm, and also agrees to furnish competent help when needed.

ARTICLE 6, SECTION 1. A strike to protect union principles shall not be considered a violation of this agreement.

SECTION 2. Should a strike be ordered by the party of the first part, namely, F. S. C. and H. U. Local 9582, and a settlement and termination not be agreed to by both parties, it shall be submitted to the State Board of Arbitration, with both committees, for conciliation

ARTICLE 7. That this agreement takes effect on Aug. 1, 1902, and continue in force until one year from above date.

ARTICLE 8, SECTION 1. The minimum rate of wages for fish skimmers by this agreement is as follows, all fish to be skinned by piece work:—

Large codfish, 22 inches and over, 30 cents per cut.

Medium codfish, 16 inches to 22 inches, 40 cents per cut.

Snapper codfish, 16 inches and under, 50 cents per cut.

Pollock, large and small, 40 cents per cut.

Cusk, large and small, 40 cents per cut.

Hake, large and small, 40 cents per cut.

Haddock, large and small, 50 cents per cut.

SECTION 2. Fish skimmers shall do no work other than skinning fish and take the fish from the scales, in the same building where they work, and clean up the waste they make on the floor without extra pay.

#### *Fish Cutters.*

ARTICLE 9, SECTION 1. Work by the week, \$15. Work to commence at 7 A.M. to 5 P.M., with 1 hour, from 12 to 1 P.M., for dinner. Time and one-half for over-time; pay for holidays when working by the week.

SECTION 2. Work by the hour. All cutters to receive per hour 40 cents for cutting fish. All cutters shall skin fish by the piece when ordered to do so, and shall not skin fish by the week or hour or day.

#### *Brick Packers and Handlers.*

ARTICLE 10, SECTION 1. All work to be done by piece work.

Two strings to a brick, tablet or wafer. Packing 2 pound bricks, 7 cents per 40, 17½ cents per hundred weight; packing 2 pound

tablets, 7 cents per 40, 17 cents per hundred weight; packing 1 pound wafers, 12 cents per 40, 30 cents per hundred weight.

SECTION 2. Weighers shall receive 2 cents per 40, 5 cents per hundred weight, for everything.

SECTION 3. Wrappers shall receive 2 cents per 40, 5 cents per hundred weight for everything.

SECTION 4. For cutting, weighing and packing bricks as they do at Reed & Gammage and John F. Wonson, they shall receive 15 cents per 40, 37½ cents per hundred weight; tablets, 2 pounds, the same; wafers, 24 cents per 40, 60 cents per hundred weight.

#### *Fish Handlers.*

ARTICLE 11, SECTION 1. For common labor, 30 cents per hour; for over-time and holidays, 35 cents per hour; for splitting and heading, 35 cents per hour.

Weekly men shall not receive less than \$14 per week, and for all time over 9 hours and holidays, 35 cents per hour. The price for Sunday work shall be 50 cents per hour.

ARTICLE 12. Suitable water for drinking and privy for toilet purposes to be provided.

When the committee from the union presented this agreement to the different firms, they found three shops that were willing to sign Article 1 of that agreement right then and there, if the union would declare them union shops, and give them the labels for their goods. This the union refused to do, wishing to use them all alike; and in this we made a mistake.

After some little time we received a notice from the dealers that they had appointed a committee to confer with us. Three conferences were held, and the only thing on the schedule that the shippers and curers agreed to was Article 12, — that suitable water for drinking and privy for toilet purposes be provided; and we don't suppose they would accept this article, only the law compels them to.

The union asked for a 9-hour day; the dealers offered a 9-hour day from November 15 to March 15, at 27½ cents an hour, which would be a cut-down of 3 cents on a day's work. Where is their 15 per cent. increase? The cutters are men generally picked from the skinners. They cut and pack fish, and received before the union was formed from \$12 to \$13.50 per week, no pay for holidays or when laid off on account of slackness of trade.

Now, here is where the shippers and curers played their trump

card. They advanced the pay of the cutters on the first of May, agreed not to deduct holidays; and hoped, in case of a strike, that the cutters, getting all they asked for, would not leave their benches; but they left, to a man.

Fish skimmers work by the piece, the prices generally paid in the loft being as follows: large cod, 20 cents per hundred weight; medium cod, 30 cents; cusk, 30 cents; pollock, 30 cents; hake, 30 cents; haddock, 30 cents; snappers, 50 cents.

They say in their statement that the public would not understand the skimmers' schedule; but they offered, as near as they could figure it, at about 15 per cent. increase. Their 15 per cent. increase was as follows: large cod,  $22\frac{1}{2}$  cents per hundred weight; medium cod, 30 cents; cusk, 30 cents; pollock, 30 cents; hake, 35 cents; haddock, 40 cents; snappers, 40 cents.

Two cents and one-half advance on large cod, 5 cents advance on hake, 10 cents advance on haddock, 10 cents decrease on snappers; medium cod, pollock and cusk, no advance.

Leaving out the hake, haddock and snappers, which form only a small per cent. of the fish skinned, let us see where the 15 per cent. increase comes. As near as we can figure it, it amounts to  $12\frac{1}{2}$  per cent. increase on large cod, and no increase on the three other grades. Twelve and one-half per cent. divided by 4 will make the glorious advance of about 3 per cent. for the skimmers.

After the third conference there was an ugly feeling on both sides, which the union sought to remove; and the following letter was sent to the dealers by the union:—

CITY, July 16, 1902.

SYLVESTER CUNNINGHAM, Esq.

DEAR SIR:—The fish skimmers, cutters and handlers are desirous of exhausting every means in their power to effect a settlement before resorting to extreme measures; and, believing it to be for the best interests of both the employer and employee and also for the best interests of the welfare of our city that we should come to an agreement, and believing that a better feeling should be inaugurated, and that it is easier to adjust matters before than after an open rupture, we therefore invite your committee to name the time and place for a further consideration of an agreement submitted.

Hoping your response will be as hearty as our invitation is cordial, and that an agreement shall be effected that will work to our mutual benefit and satisfaction,

We are, yours respectfully,

FISH SKINNERS, CUTTERS AND HANDLERS' LOCAL UNION 9582.

As several members of the Shippers and Curers' Association declared themselves as favoring a liberal advance of wages if Article 1 of our agreement was modified to suit their taste, we appointed a new committee, with instructions to draw up a new agreement agreeing to the proposition of the Shippers and Curers' Association. The last committee presented a schedule accepting their offer on everything on the part of the skimmers except medium cod, on which the dealers offered an advance of  $2\frac{1}{2}$  cents per hundred weight.

*Agreement.*

Agreement made and entered into by the Fish Skimmers, Cutters and Handlers' Local Union 9582, as party of the first part, and \_\_\_\_\_ as party of the second part.

ARTICLE 1. The Curers and Shippers' Association agree to make no discrimination against members of the union; and we further agree to instruct our foreman to give union men the preference of all labor, and to meet committees from the union at any time to discuss any differences that may arise.

ARTICLE 2, SECTION 1. That 9 hours a day shall constitute a working day from October 1 until March 31.

SECTION 2. That 10 hours shall constitute a working day from April 1 until September 30, except on Saturdays, which shall be 9 hours.

SECTION 3. That no union man be under any obligation to work more than 10 hours per day.

SECTION 4. That 1 hour, from 12 to 1, be allowed for dinner.

ARTICLE 3. We agree to recognize all holidays.

ARTICLE 4. The organization on its part agrees to do all in its power to further the interests of said firms.

ARTICLE 5. The employers may reserve the right to discharge any workmen for such causes as dishonesty or any other good and sufficient cause.

ARTICLE 6, SECTION 1. A strike to protect union principles shall not be considered a violation of this agreement.

SECTION 2. Should a strike be ordered by the party of the first part, namely, F. S. C. and H. U. Local 9582, and a settlement not be agreed to by both parties, it shall be submitted to the State Board of Arbitration, with both committees, for conciliation.

ARTICLE 7, SECTION 1. The minimum rate of wages for fish skimmers by this agreement is as follows:—

Large codfish, 25 cents per hundred weight; medium codfish, 40 cents; snapper codfish, 40 cents; pollock, large and small, 30 cents; large cusk, 30 cents; snapper cusk, 30 cents; hake, large and small, 40 cents; haddock, large and small, 40 cents; dry-cured large cod, 30 cents; dry-cured medium cod, 40 cents; large codfish, skinned and boxed, 30 cents;

all kinds of small fish, skinned and boxed, 50 cents; cusk and pollock, skinned and boxed, 35 cents.

SECTION 2. Fish skinnors shall do no work other than skinning fish and take the fish from the scales, in the same building where they work, and clean up the waste they make on the floor without extra pay.

*Fish Cutters.*

ARTICLE 8, SECTION 1. Work by the week, \$15. Over-time, 25 cents per hour. Weekly men to perform all kinds of work.

SECTION 2. Work by the hour, all cutters to receive 30 cents per hour for cutting fish.

*Brick Packers and Handlers.*

ARTICLE 9, SECTION 1. Piece work.

Packing 2 pound bricks, 7 cents per 40, 17½ cents per hundred weight; packing 2 pound tablets, 7 cents per 40, 17½ cents per hundred weight; packing 1 pound wafers, 12 cents per 40, 30 cents per hundred weight.

SECTION 2. Weighers shall receive 2 cents per 40, 5 cents per hundred weight, for everything.

SECTION 3. Wrappers shall receive 2 cents per 40, 5 cents per hundred weight, for everything.

SECTION 4. For cutting, weighing and packing bricks they shall receive 15 cents per 40, 37½ cents per hundred weight; tablets, 2 pounds, the same; wafers, 24 cents per 50, 60 cents per hundred weight.

SECTION 5. Brick packers and handlers, working by the hour, shall receive 22½ cents per hour.

*Fish Handlers.*

ARTICLE 10, SECTION 1. For labor, 30 cents per hour; over-time the same; for Sundays and holidays, 35 cents per hour.

SECTION 2. For splitting and heading, 35 cents per hour; for Sundays and holidays, 40 cents per hour.

SECTION 3. Weekly men shall not receive less than \$13 per week; for over-time, 30 cents per hour.

ARTICLE 11. Suitable water for drinking, and privy for toilet purposes to be provided.

ARTICLE 12. That this agreement takes effect on August 1, 1902, and continue in force until one year from above date.

JOHN SINCLAIR,	HENRY H. GRAY,
EDWARD F. DOWNEY,	JOHN J. HOWLETT,
FRANK O. LUFKIN,	<i>Committee.</i>

This agreement the chairman of the shippers' conference committee declared was reasonable; that he was already within it,



and that the committee from the union had been fair to the curers and just to the union. Everything seemed in a fair way of a settlement. One other member of the committee, who is the only one responsible for the strike, suggested that the committee from the curers retire to confer amongst themselves. When they returned, the union committee was told that the advance which the curers had offered was the best that business prudence would allow.

A little power in the hands of a little man is a dangerous weapon, and the most bitter foe of the laboring man is the man who has had to labor himself. It is not many years ago since this fellow stood at the bench, and it is no secret that he was one of the greatest kickers for better wages and better conditions.

When the first conference was held, the committee from the shippers was composed of representative men, — a committee that expressed the sentiments of the bulk of the dealers. One man — God bless him — declared, after listening to a statement made by a union man, "Gentlemen, these men have grievances, let us get together and give them what belongs to them." That man was dropped from the committee at the next conference; and so on at every conference, any dealer who expressed a desire to be fair was dropped from the committee, until the committee at the last conference was composed of but three men.

They state that a fish skinner of average capacity will make fully as much or more than the average mechanic in our city. Let us see about that. Let us take the loft of Cunningham & Thompson, for an example, as one of the largest establishments in the city, and we challenge Mr. Cunningham to produce a fish skinner whose wages will amount to \$520 for the entire year of 1901. Now, if the best skinner in his loft cannot average \$10 per week, what does the low man make? We think it safe to say that the average skinner in his loft will not make \$9 per week for the year. Granting that an average man makes \$450 for the year, and that the fish skinned were equally divided between large and small, how much would he make under the offer made by the dealers? He would make just  $12\frac{1}{2}$  per cent. of half the full amount more than he made before, or \$9.56 per week, instead of \$9.

Now, how much difference would it make to the dealers if they accepted the schedule of the union? Codfish forms the bulk of

the fish business, and on that we asked 5 cents per hundred weight on both medium and large. Now, what does that mean? It means that every 100 pounds of skinned fish would cost the fish dealer 5 cents more than at present, or one-twentieth of a cent per pound. We make the claim that the employer suffers nothing from raising his help's pay, except, perhaps, a momentary inconvenience. He adds the cost of production to his goods, and the consumer pays the cost.

Now, we ask in all fairness if one-twentieth of a cent would be a very great advance on one pound of codfish to the consumer? But we go further than that, and claim that they need not increase the cost of their goods at all; for it is a notorious fact that the Board of Trade met shortly after the union agreement was presented to them, and voted to reduce the price of fish 25 cents per hundred weight from the vessels, in anticipation of granting the demands of the union. They took 25 cents per hundred weight from the fishermen to give 5 cents per hundred weight to the skinners; but the spirit of greed and selfishness was so paramount in their nature that, having once secured the 25 cents, they were still loth to part with the 5 cents as they originally intended; and after repeated conferences they very liberally and with great magnanimity and not at all grudgingly offered us  $2\frac{1}{2}$  cents of the 25 cents which they had taken from the fishermen.

It is unfortunate that the solution of this question appears so impracticable, for to achieve entire success it will be necessary for every laborer and every employer to look at this great question justly and rationally. It involves a thorough consecration to the Supreme Being and the utter rout of selfishness from the human soul, and that would be the millennium.

FISH SKINNERS, CUTTERS AND HANDLERS' UNION 9582.

After several interviews with employers and leading citizens, the Board, announcing its intention to arrange a conference if possible, went on August 12 to Gloucester, and learned that the wage-earners' committee above named had sought another interview with the employers, for the purpose of considering a settlement on a revision of the union's demands, and that the employers, granting the re-

quest, had made an appointment for that afternoon. The Board, appearing of its own volition on the scene, was invited by both parties to be present.

A conference took place in the presence of the Board at the hour named, and the situation was carefully discussed. The employers stated that they would hold to their former offers, but would concede no more. A recess was had, and the employees' committee retired to consider what was best to do, and requested the counsel of the State Board. In view of all the facts and circumstances as brought out at the conference, the Board recommended that the union accept the employers' offer, since it was the best that could be gained at the time. The workmen's committee accepted the advice, and so reported when the conference was resumed. Both parties expressed their satisfaction, and adjourned to await the action of the union on the question of ratifying the work of its committee. On the 15th of August word was received that the union refused to confirm the agreement.

The skinning lofts were able to secure a few men, and it was reported that union men were returning daily. Expressions of discontent by married men were heard at the headquarters of the union. At last, on the 19th, President Brown of the strikers' union and President Frank H. McCarthy of the Massachusetts branch of the American Federation of Labor called on the president of the employers' association, and requested another conference, which, however, was refused, President Cunningham saying that the offer was still open if the men chose to accept it.

On the 20th a committee was sent by the union to ascertain which firms would take back their recent employees. It was found that three of the employers refused to take any back, giving as a reason that their shops were full-handed;

all the others would do so on the conditions previously laid down by their association, with the following amendment: men receiving pay by the week were to be divided into three classes, rated at \$13.50, \$14 and \$15 a week. These firms, needing more men than had struck, were willing to receive their own former workmen without prejudice on account of their participation in the strike, and some of those who failed to secure work in the three shops.

The strike was thereupon declared off in all except the three shops, since it was believed that their proprietors were influenced merely by a desire to inflict punishment. Besides the fish skimmers, the fish handlers and all who had felt impelled to enter the contest through sympathy returned to work. The women workers, however, who had grievances of their own, seemed to have been forgotten in the settlement, and did not return to work. The employers, having learned that the men's union was hostile to three lofts, refused in some instances to put their former employees to work, and in other instances, where work had just begun, laid them off pending a consultation of the employers on the whole matter.

A consideration of the new difficulty was thereupon taken by the employers' association, and all the men were locked out until the union should declare the strike off in all lofts. The news of this was brought to the union, in session at the same time, and the question of prolonging the strike in the three shops was reconsidered. In view of the fact that the men involved had obtained employment in other lofts, the strike was declared off throughout the city. The members of the employers' association were notified of the union's action, the locked-out men applied again for work on August 22, and all were reinstated.

Meanwhile, the women's union resumed the management of its own strike, and finally, with the assistance of the president of the Massachusetts branch of the American Federation of Labor, obtained a settlement, after several interviews with their employers, on the 22d and 23d of August.

It was estimated that the strike cost, in loss of wages, \$1,000 a day; but the employers' losses were not estimated. All evidence of it speedily disappeared from the business of fish curing in Gloucester, for a greater degree of activity was now required to fill the accumulated orders and to meet the demands of the season. No recurrence of the difficulty has come to the notice of the Board.

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#### FISH PACKERS — BOSTON.

On August 4, having received information of a threatened strike, the Board interviewed the employers doing the greater part of the fish curing business in Boston, to ascertain their attitude and assist as mediator in the event of the controversy's continuance.

The next day a committee of workmen engaged in preparing fish for the market had an interview with their employers at the Boston Fish Bureau on the subject of alleged grievances, and left with the understanding that they were to meet again on the 11th. At a meeting of their union that evening the progressive report of the committee and the question of a strike were discussed. Members of the Gloucester unions were present by invitation, and stated the doings of the strikers in Gloucester, but urged that the Boston union postpone aggressive action during the pendency of negotiations, which advice was accepted unanimously.

Assurances were given by the employers to the Board that they would receive any committee of their employees which might call to discuss any real or fancied grievances, and would on occasion respond to any invitation to a conference that the Board might issue. It was apprehended that the strike in Gloucester might influence difficulties in Boston, but more than a week elapsed before any further threat was heard.

On the 11th the employees' committee had another conference with the president of the Fish Bureau, expressed dissatisfaction with the result, and said that a strike would probably be ordered on the following day, but on that day 10 men and 4 girls employed by Pierce, Austin & Co. struck, and the union declared a strike in all fish lofts. Again the president of the Gloucester union advised a reconsideration, and it was voted to postpone the general strike until the difficulty at Gloucester had been composed.

On August 14 the strike in Pierce, Austin & Co.'s shop was reported to the Board by a committee from the fish cutters. The men's original demands in Pierce, Austin & Co.'s factory were \$13 a week, a 9-hour day and vacation on legal holidays. The employers offered \$12 a week, which, after some hesitation, had been accepted; but they were not satisfied, inasmuch as they had to give a prompt reply, and in the presence of the foreman, who gave them no opportunity to consult with one another; for by this agreement they were required to do 20 per cent. more work for 20 per cent. more pay, and their condition was not improved in other respects, since the request for legal holidays was not granted. At the 10-hour rate, 10 boxes of large fish, weighing 40 pounds each, were required at \$10 a week; under the new rule of 9 hours they were required to do 12 boxes a day,

some four or five girls employed in the rooms in special work, at which they were very expert, working 9 hours for \$5.50. The employer had promised them \$6 a week and a work day of 8½ hours, on condition that they would do more work. This was not accepted by the girls, nor positively refused. When the girls returned on Monday, they found that a window had been fastened and painted white during their absence. This was considered an insult, and the girls quit work forthwith. It was their own act, without the consent of the union, although they were members of the union.

The foreman placed men upon the work that the girls were accustomed to perform. The men in the past never objected to doing this kind of work when the object was to help out, but it was repugnant to their feelings to do the work of girls on strike. One man refused and was discharged, and the others struck immediately. The firm, being interviewed, said in response that they were done with negotiating; they had made the men an offer, which they accepted; afterwards they saw fit to strike, and the firm knew no reason why they should do so. They took in new hands and had them fairly well trained; they were satisfied they could do business without the old hands. They were determined to do their business in their own way, but had no prejudice against their former workmen, and on application would re-employ upon the old terms as many of them as were needed. They would not grant additional pay or shorter hours. As for the painting of the window, they had received the thanks of other merchants in the vicinity, since as a result of that act passages leading to their offices were now free from loiterers.

This was subsequently reported to the committee, who

expressed satisfaction with the work of the Board, and nothing further was heard of difficulty in Pierce, Austin & Co.'s.

In consequence of the strike in the houses of 'Pierce, Austin & Co., Treat & Co. and Caswell, Livermore & Co., about 45 fish skimmers, cutters and handlers were out of employment. The strike was never as complete as threatened, nor were the difficulties quite the same in any two shops. The Board interviewed both sides repeatedly. Both sides were confident of winning. Concerted action, however, was lacking, and such conferences as the union succeeded in obtaining with the employers were not well attended and were conclusive of nothing. The strike was never declared off, but by the 19th of August all the strikers were seeking employment either in the shops they had left or elsewhere. All the former employees of Caswell, Livermore & Co. were replaced by new hands. Treat & Co. were doing almost as much business as formerly, with a new force of men, and expressed their willingness to take some of the old hands back, on application, to replace the less efficient. After the 20th the fish handlers' strike in Boston ceased to occupy public attention.

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#### **TRIMOUNT MANUFACTURING COMPANY—BOSTON.**

In the first week of August President John Mulholland of the Allied Metal Mechanics' Association of North America conferred with Secretary-Treasurer Ely of the Trimount Manufacturing Company at Roxbury, Boston, on the question of the company's alleged discrimination against men for membership in the union, and demanded that none but union men be employed, the abolition of a premium system and the



substitution of a uniform minimum scale of wages. This was declined; whereupon the day force, 52 in number, according to one account, quit work and went out on strike to enforce the demand; on learning which, the night shift refused to go in.

The Board promptly interposed with an offer of mediation; but the employer said that he was experiencing no difficulty, that the number of men on strike had been greatly exaggerated, actually amounting to no more than 38. Suitable advice was given, and nothing further was heard of the case until October 16, when word was received from the employer that arrangements had been made for a conference in the presence of the Board on the following day. Accordingly, on October 17 the parties met in the presence of the Board, but before proceeding to a conference on the matters in question there were certain preliminaries to adjust, and the Board withdrew.

The following letter announces a settlement:—

BOSTON, October 20, 1902.

*State Board of Conciliation and Arbitration, State House, Boston, Mass.*

GENTLEMEN:—It is gratifying to be able to report to you that the differences between the Trimount Manufacturing Company and its employees have been amicably adjusted. I believe that your presence at the beginning of the session on Friday had a very beneficial effect. We succeeded in meeting each other on substantially all points. There may be one matter which we may consult you about further, but presume it will pass over.

Yours truly,

GEORGE H. MAXWELL.

The sole remaining difficulty related to one man. By the terms of the settlement a minimum wage scale was established and certain other regulations effected. All hands returned to work, and were received by the employer without dis-

crimination because of any participation in the strike. The dispute remaining after the settlement was of slight importance, and was never presented to the attention of the Board. No other difficulty has since occurred in the works of the Trimount Manufacturing Company.

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**CHARLES A. EATON COMPANY — BROCKTON.**

At the beginning of the summer season questions of price arose in the factories of the Charles A. Eaton Company at Brockton, which were the subjects of debate between the employer and the workmen of the several departments, and on which no agreements were reached. The attention of the unions was concentrated upon a new dispute in August, when 4 finishers were discharged, it was said because of their activity in union affairs. The employees claimed that they had tried in vain every expedient that promised peace, and the unions placed the management of the controversy in the hands of the Joint Shoe Council, a delegate body.

On August 4 the finishers employed in the company's Factory No. 1 were called out on strike by the Joint Shoe Council. On the 5th stitchers and vampers came out of Factory No. 1 on strike. The treers also left work on a call from the Joint Shoe Council, and it was asserted that by the end of the week all the departments would be idle. The only grievance thus far alleged was discrimination; but as the strike extended, the questions of price were revived. On the 6th the lasters were laid off by the management of Factory No. 1, for the reason that no more goods were coming to them from the stitching room. The edgemakers ceased work for a similar reason. The Lasters' Union complained of this act as a lockout, because no reason had been

given at the time they were told to quit work; and they asserted that the agreement between the union and the employer to submit all differences to arbitration had been violated. The edgemakers, however, took a different view, saying that in the circumstances there was nothing else for the employer to do. They expressed their confidence in the company's desire to be fair in this instance, as they had found it on former occasions; and expressed their conviction that, if the company had not been misinformed of the existing conditions, there would have been no strike.

In a few hours after the lasters and edgemakers quit the whole factory shut down for lack of work, with the exception of a few employees in the sole leather department, who remained at work preparing for the transfer of leather to the sole leather rooms of the No. 2 factory.

Thus far the departments ordered out on a strike, or leaving as they completed their work on the goods in hand, and the number of employees affected, according to the statement of the union, were as follows: finishers, 17; sole fasteners, 17; stitchers, 68; vampers, 10; treers, 11; lasters, 40; edgemakers, 14; and about 20 girls and boys engaged in miscellaneous occupations; in all about 200.

On August 6 in the afternoon the strike extended to No. 2 factory, when all the cutters were called out, numbering 30. Preparations were made for a long contest of endurance, the union claiming that it could disburse strike pay for an indefinite period.

At the beginning of the trouble the Board put itself in communication with the parties, and, as a result of interviews with both separately, both parties came together in the presence of the Board at Brockton on August 11. A conference was had on the matter of reinstating the 4 discharged men. It appeared that in discharging the men the foreman

had failed to carry out his instructions to give preference to old hands; that, owing to change in the system of doing work in the finishing department, one man was not needed and another had failed to accomplish the amount of work required; but the committee claimed that he had not been given a reasonable trial. A new man and a boy had been hired. Mr. Eaton, at the conference, proposed to reinstate the two other men, but no agreement was reached.

The conference was resumed on the 13th. Mr. Eaton expressed a desire for a trade agreement under which future differences might be amicably settled or referred to arbitration. The workmen contended that in Brockton such agreements were made by the Boot and Shoe Workers' Union, a national organization, and included the firm's use of the union stamp. Mr. Eaton said he was not prepared to have the stamp, but thought that that should not prevent the agreement that he proposed.

In view of the fact that the foreman had discharged the 4 finishers contrary to instructions, Mr. Eaton, with the advice of the Board, promised to reinstate them on condition that the strike would be declared off; and, when business was resumed, that he would consider the question of prices in the finishing and cutting departments, and leave such matters as could not be agreed upon to the decision of the State Board, paying any increase in wages that might be recommended from the time of returning to work. The committee, however, insisted upon an immediate acceptance of the union's price-list, including the change to piece prices in the finishing department, as prerequisite to ordering the wage-earners to return. Mr. Eaton declined the proposition, and the conference adjourned to the following day.

After several meetings, an agreement was reached on August 21, and work was immediately resumed.

**CONDON BROTHERS & CO.—BROCKTON.**

The following decision was rendered August 15, 1902 :—

*In the matter of the joint application of Condon Brothers & Co. of Brockton and their lasters.*

Items of labor performed in the lasting department were jointly referred to the Board's judgment. From all the evidence obtained in a careful investigation, with the aid of expert assistants, the Board hereby recommends that the following prices be paid in the factory of Condon Brothers & Co., at Brockton :—

		Cents per 24-pair case.	
		Pulling-over.	Operating.
Work on consolidated hand-method lasting machine,			
for McKay-sewed shoes :—			
Men's satin-oil, grain or calf, plain toe, . . . . .	62	22	
Men's satin-oil, grain or calf, cap toe, canvas box, . . . . .	74	24	
Men's satin-oil, grain or calf, moulded box, . . . . .	80	24	
Men's box calf or velours, with or without box, . . . . .	88	24	
Men's vici, with or without box, . . . . .	88	30	
Men's patent leather, with or without box, . . . . .	96	30	
Pulling over samples or single pairs, 2 cents extra per pair.			
Tacking on soles, all kinds, 12 cents per case.			
Boys' and youths', the same prices as for men's.			

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**LYNCH & WOODWARD—BOSTON.**

Members of 13 trades unions employed on the new Conservatory of Music and the Majestic Theater went out on strike August 21, to enforce their objection to working with non-union men. Eighty were involved at the Majestic Theater and about 100 at the Conservatory of Music. The following trades were affected: workers in electrical apparatus, sheet metals, artificial stone, marble, marble cutting, roofing, lathing, gas fitting, steam fitting, plumbing, elevator construction and painting. The plasterers' tenders quit

work with the plasterers, but the carpenters and the house-smiths remained on the job. In some of the trades conferences were begun immediately.

The occasion of the strike at the Majestic Theater was the hiring of a non-union steam fitter. When the steam fitters struck, others came out in sympathy.

On September 4 the strikes at the new Conservatory of Music were adjusted. The men returned to work on the 5th, on terms satisfactory to the union's committee. The main difficulty at the Majestic Theater originated in Lynch & Woodward's shop, which had been managed without regard to membership in the steam fitters and helpers' unions. There had been negotiations between the unions and the employer concerning a trade agreement which would contemplate the unionizing of the employees, and an agreement had been reached whereby certain objectionable workmen were to pay their dues for a year and a \$25 initiation fee, be received into the union and given a year in which to pay the amount. The non-union workmen in question desired a reduction of the fee to \$12.50, which the union would not grant; and difficulties ensued which culminated in a strike. The employer began injunction proceedings.

The services of the Board were offered to both parties, with a view to finding some amicable arrangement; and the union expressed its willingness to settle on the foregoing terms, which they said were first proposed by the employer. The firm said that, while it was not averse to peaceful settlements, it had no trouble with its actual employees, and the difference with outsiders was now the subject of court proceedings, and the firm did not care to do anything in the way of negotiating with the union until after the court had passed upon the matter; if, however, any

change should occur in the relations wherein the mediation of a third party might be effectual, the firm would notify the Board thereof.

On the 30th of October a conference between the union workmen and the proprietor of the new theater, Mr. Eben D. Jordan, resulted in an agreement that all further work should be done by union workmen, and on the 31st the strikers returned to work.

The following decision was rendered on November 7 in the equity session of the Superior Court against J. T. Cashman and others, including the Building Trades Council:—

It appears from the master's report in this case that the several defendants combined and "acted together as a unit in pursuance of a general arrangement, scheme or purpose among and between them all to unionize the shop of Lynch & Woodward," that is, that the plaintiffs should exclusively employ "union labor;" and in order to bring this about, they jointly and severally sought to persuade the employees of the plaintiffs, as well as the plaintiffs personally, to so act.

The plaintiffs were interfered with and hindered in the actual performance of existing contracts, and were seriously damaged.

What in the beginning may have been "peaceable persuasion," in certain aspects shown by the master's report, finally became "peremptory ordering," with threats actually carried out as to the plaintiffs, who were not persuaded; and, while there was no violence used, nor any threats of violence made, the acts shown by the report were expressly directed against the plaintiffs, were injurious to their business and are not within trade competition, but were made by way of intimidation and constraint, in order to force the plaintiffs to employ "union labor;" and, if they did not employ said labor, then not only to prevent their getting contracts in the line of that trade, but also to force those with whom they then had existing contracts to break and cancel them, and to prevent the plaintiffs from completing same.

The "unfair list" may be an instrument of coercion, as enough appears in the report to show that the placing of the name of the

employer of labor upon such list is discrimination against him, and is so recognized by "union labor."

On December 17 it was announced that all difficulties had been settled, and on the 18th all hands returned to work.

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**AARON F. SMITH COMPANY—LYNN.**

Fourteen McKay lasters in the shoe factory of the Aaron F. Smith Company at Lynn on June 2 struck for an increase in pay for hand-lasting ladies' shoes, McKay work. The strikers were members of the Lasters' Local No. 32, Boot and Shoe Workers' Union.

On the 13th the Board interposed, with an offer of mediation. The employer said that he was willing to pay the same price as did his competitors. The employees expressed a desire for a settlement. A conference was forthwith had, and the matter was freely discussed. An agreement was promptly reached, whereby the lasters returned to work at the old prices, their union being practically recognized, and the matters in dispute to be left to the judgment of the State Board.

The following decision was rendered on August 22, 1902:—

*In the matter of the joint application of Aaron F. Smith Company of Lynn and its employees in the lasting and sole-laying departments.*

On June 2 a strike of lasters occurred in the employer's factory at Lynn, and was settled on June 13 by the parties' referring their controversy to the arbitration of this Board. The employees returned to work as required by law in such cases, and the employer received them into their former positions without discrimination.

The items in dispute relate to hand-lasting McKay-sewed shoes and to sole-laying. A hearing was had, the work as performed in



this factory was inspected, and with the aid of expert assistants an inquiry was made into the prices paid for similar work in competing factories.

In view of all the evidence, the Board recommends that the following prices be paid in the factory of Aaron F. Smith Company at Lynn for the work in question : —

	Per Pair.
Dongola kid, box calf, . . . . .	\$0 04½
Kid tip, . . . . .	00½
Patent grain tip, . . . . .	01
Patent calf, . . . . .	01½
Patent grain foxing, . . . . .	00½
Patent grain vamp, . . . . .	00½
Corona, calf, ideal, or colt vamp, . . . . .	02
Corona, calf, ideal, or colt heel-foxing, . . . . .	01
Corona, calf, ideal, or colt tip, . . . . .	01½
Shellac box, . . . . .	00½
Canvas box, . . . . .	00½
Leather box, . . . . .	01
Combination lots under 12 pair, and all lots under 12 pair, extra, . . . . .	00½
Sole-laying, . . . . .	00½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

#### FRANK & DUSTON—MARLBOROUGH.

The following decision was rendered on August 25, 1902 : —

*In the matter of the joint application of Frank & Duston of Marlborough and their pullers-over.*

In this case the employers "claim that they are paying a higher wage for the work called pulling-over than is warranted by conditions of the market to-day, — a wage in excess of what is being paid for the same work in factories making the same grade of shoes."

The parties in interest have been heard, and further inquiries made in a number of factories with the aid of expert assistants named by the parties respectively.

After a full consideration of the facts presented and in view of all the circumstances, the Board does not recommend a reduction from present prices paid in this factory for pulling-over.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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#### **ELECTRICAL WORKERS — BOSTON.**

A demand for minimum wages, journeymen \$3, helpers \$2, for an 8-hour day and certain other demands, all in the form of an agreement, were presented by workmen of Boston, members of Local Union 103 of the International Brotherhood of Electrical Workers, to their employers engaged in the business of installing electric apparatus in buildings. The union was represented in the Building Trades Council, and difficulty arising in one of the allied occupations might through sympathy affect all. Some of the larger houses responded by posting their regulations of matters in question, and announcing that they were to go into effect January 1, 1903. This refusal of the men's demands resulted in a strike of 450 on August 25, thus bringing to a standstill operations on several new buildings, including the Majestic Theater and the Conservatory of Music. In a few hours after the strike was declared, 3 large employers, and on the next day following 4 others, granted the demands, and about 140 men returned to work.

The business of installing electric apparatus is carried on by contractors employing from 2 to 40 men each. The union sought in the first instance an agreement with the large contractors, in the expectation that the smaller firms would follow their example. The Electrical Contractors' Association, about 30 in number, is composed of men who engage in large contracts, weeks, and sometimes months,

before performing the work. The bids for contracts then pending were calculated at the rate of 9 hours for a day's work. They declared that a sudden change to 8 hours would subject them to a loss as impossible to repair as it was to foresee; and a minimum rate of \$3 a day was higher than the business would warrant at that time. They therefore could not grant the demands unconditionally, but resolved upon the shorter day, beginning January 1, 1903.

The parties met by committee several times, with a view to settling the controversy, but no conclusion was reached. New hands, strangers to the union, were hired to install electric devices in some of the buildings, and the usual result of sympathetic strikes was apprehended.

On the 3d of September, five electrical contractors petitioned the Superior Court to enjoin strikers from intimidating men hired since the strike.

On September 15 a large number of union workmen of various trades, engaged in the erection and equipment of the new building of the Boston Board of Trade, quit work and refused to return while non-union men were employed by the Lord Electric Company, a sub-contractor.

On September 17 two members of the Electrical Workers' Union called on the Board and gave notice of the strike, saying that the union had had a few conferences with the officers of the employers' association, and on the preceding day was handed a copy of a vote passed by that body, as follows:—

This association, in consideration of the strike's being called off at once by Local 103, agrees to have its committee meet the committee of Local 103, and that these two committees will leave all disputed points to the Massachusetts State Board of Conciliation and Arbitration; that the contractors' association will abide by the decision of the State Board if Local 103 also agrees to abide by the decision.

They intended to move a reply at the next meeting of their union, within a few hours, and expressed a desire for any suggestion or advice that the Board might offer. They were informed that, when State arbitration was sought, the law required strikers to return to work pending the decision; but when the services of the Board were invoked as a mediator in bringing the parties together, the strike might be terminated when an agreement was reached. The mediation of the Board was offered, and a reply was promised after the meeting.

It was subsequently learned that in the meeting of the union on that evening the requirement of returning to work was so repugnant to the strikers that the question of submitting the dispute to arbitration was negatived; and the Board's offer to arrange, if possible, a conference for the purpose of effecting a conciliation, was overlooked. It was the sentiment of the workmen that the employers had resolved not to recognize their union, as is shown in the following correspondence: —

BOSTON, MASS., September 18, 1902.

*To the New England Electrical Contractors' Association.*

I am instructed to inform you that your proposition has been duly considered, and it is the sense of this local that the union shall be recognized, and then all other matters may be considered.

Yours cordially,

(Signed)

B. T. COLVIN, *Secretary.*

NEW ENGLAND ELECTRICAL CONTRACTORS' ASSOCIATION,  
BOSTON, MASS., September 18, 1902.

*Local Union 103, International Brotherhood Electrical Workers, B. T. COLVIN, Secretary.*

DEAR SIR: — Yours of the 18th inst. received, by which we understand your local union declines to leave the disputed points to the State Board of Arbitration.

In your letter you state that, before considering any proposition from the association, you require this association "to recognize the union."

The facts of the case are, as you know, as follows: your union has presented to our association an agreement which they wish us to sign, but the terms of which are not wholly satisfactory to us. As, however, we wished to be entirely fair in this matter, we have agreed to leave all disputed points to an unbiased body. More than this we cannot and will not do.

If you wish to reconsider your action, please let us hear from you by 11 A.M. Saturday, September 20; otherwise, we will consider that all negotiations are at an end.

Yours truly,

(Signed)

F. T. BARNES, *Secretary*.

The demand for "recognition" was the occasion of much misunderstanding, but precisely what kind of recognition was desired is not clear. The employers had received the union's committee and conferred with them, and had addressed the union by its official title. Nothing seemed to be lacking to what is ordinarily understood by recognition. Various interpretations were given to the word, which, if correct, were covered by the very matters in controversy that the employers were willing to refer to arbitration.

On September 18 the George A. Fuller Company, a general contractor engaged in erecting the Board of Trade building, notified the Lord Electric Company that its non-union men would not be allowed to work on the building, and that the work called for by the sub-contract must be completed with the aid of union men, or another sub-contractor would be engaged to finish it. The sympathetic strikers thereupon returned to work, and the Lord Electric Company some days after applied to the court to enjoin the George A. Fuller Company from excluding the sub-contractor's workmen.

On the 20th, as the result of separate interviews, the Board succeeded in arranging a conference for September 22. When the parties met it was learned that 22 contractors

had signed the agreement, thereby reducing the number of strikers to 250. A committee of 5 contractors, F. W. Lord, president of the New England Electrical Contractors' Association, chairman, appeared for the employers, and 6 members of Local Union 103 appeared for the employees. This was but the beginning of a series of conferences in the presence of the Board, whose efforts in keeping the parties together were unceasing during the next ten days.

On October 2 the following articles were signed by both committees, in the presence of the Board: —

ARTICLE I. Eight hours shall constitute a day's work, or 48 hours a week's labor. Hours of labor shall be performed between the hours of 8 A.M. and 5 P.M., to go into effect January 1, 1903.

ARTICLE II. Any labor performed before 8 A.M. or after 5 P.M. shall be paid for at one and one-half the regular rate of wages. All labor performed on Sundays or legal holidays shall be paid for at double rate of wages.

ARTICLE III. The contractor shall furnish all necessary tools for conduit work, and all bits over regular lengths and one inch in diameter; also drills when such are required for a job.

ARTICLE IV. Journeymen shall be responsible for all tools and materials taken from the shop, provided the contractor shall furnish a place of safe keeping for the same.

ARTICLE V. Any journeyman or other person becoming a contractor shall do no work without keeping in his employ at least one journeyman, and shall comply with all other requirements of this agreement.

ARTICLE VI. All journeymen shall report for duty on a job at 8 A.M., provided the job is within three miles on any car line in Boston. In case the workman shall call at the shop for orders or material, he shall report at 7.45 A.M., and the contractor shall pay during hours of work all necessary car fares. On all work over fifteen miles outside of Boston the contractors shall pay all expenses for married men and foremen, and \$2.50 per week for room-rent for single men.

ARTICLE VII. All contractors shall comply with the weekly payment law.

ARTICLE VIII. The minimum rate of wages for journeymen shall be \$3 per day and helpers \$2 per day, on and after January 1, 1903.

ARTICLE IX. No contractor shall employ at any time more than one helper to one journeyman.

ARTICLE X. The contractor hereby agrees not to require a workingman to use a helper under eighteen years of age; office boys and others not doing regular work excluded.

ARTICLE XI. No helper shall be allowed to carry on the installation of any work except as an assistant to a journeyman, except in case of emergency.

ARTICLE XII. No helper shall be allowed to finish work in any branch of the trade unless he has served three years as a helper; after such time, if helper feels competent to do journeyman work, he shall make application to classifying board, and if he successfully passes examination he shall be entitled to a journeyman's wages, and, if not successful, he shall still work as a helper, receiving but helper's wages, and cannot make application for another examination for six months.

ARTICLE XIII. A committee shall be appointed, consisting of two members from the contractors, two members from Local Union No. 103, and one member to be chosen by the other four members, to act as an examining board for the purpose of classifying journeymen and helpers, whenever necessary.

ARTICLE XIV. In hiring journeymen or helpers in the future, members of Local Union No. 103, I. B. E. W., shall be given preference when of equal skill and ability.

ARTICLE XV. The parties of the first part shall not sublet any of the work to any workman in their employ; neither shall any journeyman or helper, while in the employ of any signers of this agreement, be allowed to take any contract or piece work in any shape or manner from any person whatsoever, whether he be a party to this agreement or not.

ARTICLE XVI. An arbitration committee of three men of each party to this agreement shall be chosen, before whom matters not provided for in this agreement, or any violation thereof, shall be brought. If at any time this committee should fail to agree on

any matter coming before it for settlement, said committee shall have power to call upon the State Board of Conciliation and Arbitration, whose decision shall be final and binding.

ARTICLE XVII. In the event of a dispute, a conference shall be held by a committee consisting of three members of the union and three members of the contractors, who shall endeavor to adjust the same, and should this committee disagree, said dispute shall be referred to the arbitration committee provided for in Article XVI, but the employer involved and the business agent of the union shall not be eligible to serve on the arbitration committee; both, however, may be present.

ARTICLE XVIII. That, as all differences under this agreement are to be settled by arbitration, no strike or lockout shall be ordered by either party hereto as against the other for any grievance whatsoever; it being understood, however, that any sympathetic strike or lockout in which either party is obliged to take part on account of its affiliation with any central body of employees or employers shall not be considered a violation of this agreement.

ARTICLE XIX. On the signing of this agreement said contractors shall be commended to the Building Trades Council, and their names recorded with the business agent of the Building Trades Council, according them the recognition of architects, builders and contracting parties.

ARTICLE XX. This agreement dispenses with all former agreements between said contractors and said union, and can be annulled only on the first day of May of any year by a majority of either party, giving a notice of four months previous, but may be amended at any time by a majority of both parties.

ARTICLE XXI. This contract shall go into effect on signing, with the exception of Articles I and VIII, which go into effect January 1, 1903.

ARTICLE XXII. The Contractors' Association shall not discriminate against any of the men now out on strike.

In response to inquiries, the leading employers announced their intention to conform to the terms of the agreement, the union immediately ratified it, and the strikers returned to work on the 3d.



The Superior Court, sitting in equity, on the first day of October refused to enjoin the George A. Fuller Company from excluding the non-union employees of the Lord Electric Company from the new building of the Board of Trade, for the reason that the sub-contractor had an adequate relief at law. The same court on the 4th of the month refused to issue the desired injunction against the union; thus all the difficulties were settled, and important steps taken to prevent the recurrence of strikes in this industry. Better acquaintance developed a larger degree of mutual esteem, and since the reconciliation of October 2 no difficulties have arisen that could not be settled privately.

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#### **MASON TENDERS—FRAMINGHAM.**

All the mason tenders at work on the construction of Gorman's Theater in Framingham, employed by a contractor named O'Loughlin, and those employed by Mr. Ross in constructing the buildings of the Dennison Manufacturing Company, went out on strike August 25, for an increase of 25 cents per day of 8 hours.

The Board interposed on the 26th with an offer of mediation, and learned that Mr. O'Loughlin had come to an agreement with his men that day, and that the men had resumed work. In consequence of the strike of Mr. Ross's mason tenders, the bricklayers and carpenters were obliged to cease work for want of material. The Board was preparing to go to the scene of the difficulty, when on the 28th it was learned that a settlement had just been effected, on terms satisfactory to the workmen.

**GEORGE E. STANLEY TRANSPORTATION COMPANY—  
LOWELL.**

On August 27 the George E. Stanley Transportation Company of Lowell discharged a team driver for cause, whereupon 11 teamsters went out on strike. The Board investigated the difficulty on the same day, and ascertained that the men's places had been filled.

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**GOLDING & CO.—BOSTON.**

The 9-hour day had been established by the machinists of Boston, but the employees of Golding & Co. complained of 10 hours, demanded a reduction of working time to 9 hours, and, furthermore, an increase of 10 per cent. in the rate per day. The firm had already granted a 20 per cent. increase in wages, and was unwilling to do more; but, to avoid trouble, proposed a 57-hour week and an increase of 5 per cent. in the wages. This was not satisfactory. A strike of 120 thereupon ensued on the 30th of August, and continued for several days unknown to the public and without attracting the attention of organized labor. On September 5 the late John F. O'Sullivan, general organizer for the American Federation of Labor, gave notice of the strike, and requested the Board's mediation with a view to composing the difficulty. Interviews were had with the employer and with the men's committee; both consented to confer on the following day at the State House. Accordingly on the 6th a conference was had, in the presence of the Board, between Mr. Golding and four workmen. An understanding was finally arrived at which settled the strike, and provided against a renewal of the difficulty in

1903. The following are the terms of the settlement: that 57 hours constitute a week's work, without loss of pay; and that on September 1, 1903, Mr. Golding would consider a proposition from his employees for a week of 54 hours, without loss of pay. The men immediately returned to work, and there was no further difficulty in that quarter.

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#### M. & C. SKIRT COMPANY—BOSTON.

During the summer the Boston Cloak and Skirt Makers' Union engaged in a movement for an increase of wages. The M. & C. Skirt Company of Boston, it was alleged, ignored the employees' demand, and on the 3d of September 18 men and women skirt makers went out on strike, to enforce recognition and the union schedule. When the Board inquired at the factory, the manager stated that he had no knowledge of dissatisfaction. Repeated efforts were made by the Board to bring the parties together, but without success. The employer stated to the Board that the work people were of different grades of efficiency, and had received each what he was worth; that some kinds of work were better performed at piece prices, but of other kinds of work the product was more satisfactory when the wage-earner was paid by the week. There had always been jealousy between the weekly wage-earners and the piece workers, each claiming that the other received better pay. At the end of the season the manager, responding to repeated demands, made weekly wages general. This was not so satisfactory as he had been led to believe; 3 men who had formerly done piece work objected and were discharged, whereupon the rest went out on strike. The manager began to take in new

help, of whom he had now 22, which was 1 short of the complement; and, while they were not so well trained as the old hands, he was fairly well satisfied. He was under no obligation to inefficient employees, he said, and must be permitted to replace them whenever he could. In any event, he would not discharge his present help until he could find better; was willing to take back some of his old hands, but not all; and had no objection to the union.

On the 16th it was learned that 2 of the strikers had returned, and there were no more places to fill. Nothing further was heard of the case.

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#### GLOBE SKIRT COMPANY—BOSTON.

On the third day of September 13 men and women employed by the Globe Skirt Company of Boston as skirt makers went out on strike for the same rate of wages as that paid in other skirt factories in Boston. The proprietor said, in response to the Board's offer of mediation, that he would be very glad to have the matter settled, since it interfered with his contracts. He said there was no disagreement as to price, he having agreed orally with the agent of the Boston Skirt and Cloak Makers' Union on the price which should be paid. The difficulty arose from a demand of the union's agent for a formal agreement, including the recognition of the union, which the employer refused to sign. The Board advised him to avoid the complications that would arise from hiring in new hands during the consideration of a settlement, and sought the employees at the headquarters of their union. Failing to find the committee in charge or the business agent, an invitation was extended

to the union to send representatives on the following day, September 6, to the rooms of the Board; but they failed to appear.

Another effort was made on the 8th, but the employees said they were negotiating with the employer, and would call subsequently and notify the Board of the result.

On the 9th the employer telephoned that he desired a conference forthwith in the presence of the Board, having been informed that a representative of the strikers was going to see the Board. The employer was invited to call without delay, and an interview was had with several employees, with a view to inducing them to meet the employer. The employees were seen at the headquarters of the union, but they declined to act in the absence of the officers of the union.

On the 10th another effort was made, but without success. On this occasion the business agent said that it would be impossible to come to any agreement with the Globe Skirt Company on any terms other than those laid down by the union. He expressed his gratitude for the interest that the Board had taken, but would agree to nothing during the pendency of private negotiations. He admitted that they had not been very successful so far, but that was owing to a combination among the employers. The employers had seen fit to blacklist the strikers, and there was no prospect of any of them getting work except by returning to their former positions. The union was strong and controlled the situation, and had no doubt that in a trial of strength the employer would concede the demands.

On the 15th it was learned that the Globe Skirt Company had signed the schedule required by the employees, and that all the strikers had returned to work.

**DeWOLFE & HASSELL — CONWAY.**

On September 8 a joint application was received from DeWolfe & Hassell, shoe manufacturers of Conway, involving the entire factory, and alleging a disagreement as to prices. The employer having requested a long notice, the hearing was assigned to September 19, at the Conway House. On the 18th of September a letter was received from the firm, couched in the following terms : —

CONWAY, MASS., September 17, 1902.

*State Board of Conciliation and Arbitration, Boston, Mass.*

GENTLEMEN : — If it will not inconvenience you, we wish to withdraw our application for your services. Most all of our employees, who thought they had a grievance and agreed to abide by your decision, have left us and found employment elsewhere.

We have decided to give up the union stamp, and run a free shop.

We should have notified you sooner, had we known that we were to make this change. We may, however, have need of your services in the near future, as we may not be able to make this change without some difficulties.

Thanking you for your courtesy in this matter, we remain,

Yours truly,

DeWOLFE & HASSELL.

Another letter was received from the employees about the same time, in which no desire for withdrawing the application was expressed. The Board was on its way to Conway, and on the following day a hearing was given on the joint application. Both parties appeared, but the employer reiterated his desire to withdraw from arbitration. The application was thereupon placed on file.

The parties were invited to remain for a conference, with a view to discovering how best the difficulty might be com-

posed. A full discussion was had in the presence of the Board, but the conference closed without result, the Board expressing its willingness to mediate between the parties whenever their mutual relations would warrant it.

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**C. S. MARSHALL & CO.—BROCKTON.**

On the 11th of September joint applications were received from C. S. Marshall & Co. of Brockton and lasters in their employ, alleging a grievance concerning prices.

The Board went to Brockton on the 17th, pursuant to notice, and gave a hearing, at which both parties appeared and stated their contentions in the fullest manner. The result of the hearing clearly showed that the difference between the parties was not so great as at first appeared, and that a further conference would in all probability lead up to an amicable settlement. Accordingly, the Board recommended a conference, at which an agreement was reached on September 25, the same to take effect at once and continue in force for one year, whereupon the Board placed the application in the case on file.

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**GEORGE G. PAGE BOX COMPANY—CAMBRIDGE.  
ATWOOD & McMANUS—CHELSEA. PARSONS  
MANUFACTURING COMPANY—CHELSEA. S. G.  
LeBARON—BOSTON. A. L. SNOW—BOSTON.**

On September 16 George M. Guntner, organizer of the Amalgamated Woodworkers' International Union, notified the Board of a threatened strike in the box making industry, saying that he appeared as representative for Local Union No. 201, and that he had presented copies of a proposed

agreement to the following manufacturers: George G. Page Box Company, Cambridge; Atwood & McManus, Chelsea; Parsons Manufacturing Company, Chelsea; S. G. LeBaron, Boston; and A. L. Snow, Boston. The demand, he said, had been endorsed by the national body which he represented. The employers were requested to reply on or before the 15th, but thus far no reply had been received. There was some disinclination in one quarter or another to treat with representatives of the union who were not employees in the factory. Unless some sort of a collective answer were quickly received, there would certainly be a strike.

The Board thereupon offered its services as mediator to the above manufacturers, and on the 17th learned that arrangements had been made for a conference on the 19th in Boston, at which Mr. Guntner was expected to set forth his views on the proposed agreement. The Board was invited to be present. This was reported to Mr. Guntner, and he joined in the request.

On September 19, 10 manufacturers and Mr. Guntner met at Young's Hotel in the presence of the Board. Mr. Guntner stated the reasons for the several demands embodied in the proposed agreement. It was the unanimous sentiment of the employers at this meeting that the conditions of the trade did not warrant an increase in the labor cost of boxes. They complained of the competition of factories located in the wooded districts and other places where material or labor is cheap, and it did not seem possible to raise the prices for labor and retain their customers. The discussion was a very amicable one, and many misunderstandings were cleared away. Before adjourning, the Board expressed regrets that a settlement had not been



reached, congratulated them upon the prospect of a good understanding, and suggested that before the meeting dissolved they should consider the question of adjournment subject to the call of the State Board. The advice was accepted, and the conference was so adjourned.

Subsequently the manufacturers met and drew up a reply, also in the form of an agreement, which was transmitted by the Board to Mr. Guntner, and by him announced to the union.

On September 29 the parties appeared in response to invitation, and resumed the conference in the presence of the Board at the State House. The discussion was prolonged until after midnight, when an agreement was reached, as follows :—

Agreement entered into this twenty-ninth day of September, 1902, between the undersigned box manufacturers of Boston and vicinity, parties of the first part, and the undersigned representatives of the Amalgamated Woodworkers Union No. 201 of Boston, Mass., parties of the second part.

ARTICLE I. The party of the first part hereby agrees to hire none but members of the Amalgamated Woodworkers' International Union who are in good standing, and who carry a book issued by the above branch of said union, or workmen who shall make application for membership in said union, or signify their intention to do so on or before the end of the second week of their employment.

ARTICLE II. It is agreed that the minimum wages of cutting-off sawyers shall be \$13.50 per week.

ARTICLE III. It is agreed that the minimum wages of fitters shall be \$12 per week.

ARTICLE IV. It is agreed that the wages of other machine operators and hand nailers earning at present less than \$12 per week shall be increased 5 per cent. over present wages.

ARTICLE V. Over-time shall be paid for at the rate of time and a quarter. This includes the recognized holidays: Memorial Day, July 4, Thanksgiving and Christmas.

ARTICLE VI. Under no circumstances shall work be allowed on Labor Day, or any day after 9.30 P.M., except in case of repairs.

ARTICLE VII. It is agreed that 10 hours shall constitute a day's work, and that the factories will close at 4 o'clock P.M. Saturdays, making 58 hours a week's work.

ARTICLE VIII. It is agreed that any workman now receiving more than the above wages shall not be subjected to a reduction by the adoption of this scale.

ARTICLE IX. It is agreed that in case of a dispute arising, a representative from the employer and one from the employees shall endeavor to make a satisfactory settlement. In case no satisfactory settlement can be made by this method, then it is agreed to refer it to the State Board of Conciliation and Arbitration, within a reasonable time, their decision to be final. During the time no strike or lockout shall be declared.

ARTICLE X. It is agreed that the union shall try and bring about at once the same scale of wages for all box manufacturers supplying the Boston trade.

ARTICLE XI. This agreement shall be in force from October 6, 1902, until October 7, 1903. If any change shall be desired by either party, the proposed change shall be submitted thirty days before the expiration of this agreement.

*Signed and executed by the Box  
Manufacturers,*

GEO. G. PAGE BOX COMPANY,

CLARENCE M. HOWLETT,

*Treasurer.*

ATWOOD & McMANUS,

per A. B. ATWOOD.

S. T. LeBARON.

A. L. SNOW.

PARSONS MANUFACTURING COM-  
PANY,

NATH'L P. BEAMAN,

*Treasurer.*

*Signed and executed by the  
Amalgamated Woodworkers'  
Union No. 201.*

GEORGE M. GUNTNER,

*Business Manager.*

J. M. LOGAN, *President.*

W. A. TUCKER.

WILLIAM J. COWEN.

WM. O. MOULTON.

M. F. DRISCOLL.

*Result.* — No difficulty has since arisen that calls for public notice.

**W. L. DOUGLAS SHOE COMPANY—BROCKTON.**

On September 17 a joint application was received from the W. L. Douglas Shoe Company of Brockton and employees in the bottoming department, alleging a difference concerning pay for breasting heels.

A hearing was given on April 14, in which it appeared that the case was such as could best be settled by private agreement. The parties were so advised, whereupon the contention was dropped, and has never been revived.

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**RAND AVERY SUPPLY COMPANY—BOSTON.**

The Board, having been credibly informed that there might be a strike on September 17 in the printing establishment of the Rand Avery Supply Company, communicated with the representatives of the workmen, and secured a promise that no strike should take place without first notifying the Board. On the 18th a committee representing the employees of the company called on the Board and said that a strike had been ordered to take place at 1 o'clock, for the reason that a non-union compositor had been placed over union pressmen as foreman. Having secured the committee's promise to do nothing further until another interview was had with the employer, he was immediately interviewed by the Board and notified of the impending strike. The expediency of a temporary concession, pending further efforts at a settlement, was suggested, but the employer fancied that nothing could be gained thereby. He said he was about to state his attitude in a letter addressed to the representative of the employees, and asked whether the Board would undertake to deliver the letter. Another

interview was had with the workmen's committee, the employer's attitude was explained to them, and at the request of the Board the strike was deferred until the contents of the employer's letter had been carefully noted. In a few minutes the expected letter arrived, with a copy for the use of the Board, which was as follows:—

BOSTON, September 18, 1902.

JOSEPH W. WHALL, Esq., *Printing Pressmen's Union, Boston, Mass.*

DEAR SIR:— I am informed by the secretary of the State Board of Conciliation and Arbitration that it is your intention to call out the employees of our cylinder press-room at 1 o'clock to-day, by reason of the fact that the man now acting as foreman is not a member of your union.

I sincerely regret this seemingly unnecessary and hasty procedure on your part, believing that the facts in the case are misunderstood by you, and that the State Board of Conciliation and Arbitration, to whom this matter was referred by the undersigned on the 16th inst., had suggested that no action be taken until its engagements would permit it to investigate your dissatisfaction with the faithful and capable employee now in charge of the room, and I understand that a similar request has been made to you by the secretary of the Board.

Upon investigation, I find that the press-rooms in the majority of the leading printing houses in Boston are managed by neutral foremen, who do not belong to any organization; and I am at a loss to understand why this company should be singled out as an exception to the prevailing custom, and that you should object to a man who is qualified to meet the exacting requirements of our patrons, and to treat all men in his department justly and alike, regardless of their affiliations with other organizations or societies.

Under the circumstances, it seems proper that we should adhere to our informal agreement with the State Board of Conciliation and Arbitration, and I trust that you will permit the employees, who are seemingly satisfied in every particular with the present conditions, to remain at their duties until such time as it is possible for the Board to accord us a hearing, and that you will agree with me to cheerfully and promptly abide by its decision.

Respectfully,

N. E. WEEKS, *President.*

The workmen's committee, having considered the above letter, said that it was evidently the intention of Mr. Weeks to put them in the false position of not seeming to desire a peaceful settlement; wherefore they would advise the workmen in question not to come out on strike at 1 o'clock, as contemplated, and to give him the opportunity he desired to justify himself before the State Board. As 1 o'clock was near at hand, the workmen's committee thereupon went to the employer's printing house for the purpose of preventing the strike. At about half-past 2 a telephone message was received from Mr. Whall, to the effect that, notwithstanding his firm purpose of preventing the strike when he left the Board's office, he found it impossible to restrain the men, and that 42 pressmen came out on strike at 2 o'clock.

Other workmen were thrown out of employment in consequence, and an extension of the strike was seriously threatened to other departments, to other printing houses that might undertake to execute the company's orders and to related industries. The Board had an interview with the strikers' committee September 24 and found that the situation had not improved.

Two days later both met in the presence of the Board, and conferred on the question of a settlement, Louis D. Brandeis, Esq., appearing for the employer; Martin P. Higgins, president of the International Pressmen's Union, Joseph Whall, president of the Allied Printing Trades Council, William Harber, business agent of the council, and J. Frank O'Hare, president of the Printing Pressmen's Union No. 67, appearing for the employees. The workmen made the following proposition: that a union foreman be appointed to the pressmen's department; that the men on strike be received into their old places; that those hired since the

strike be retained, if competent; that the strikers return to work; and that the executive board of Union No. 67 pass upon the qualifications of those hired since the strike, with a view to receiving them into the union. The proposition was declined. Mr. Brandeis proposed that the strike be declared off, and the company be allowed to decide who should be permitted to return to work.

Members of the Allied Printing Trades Council, Printing Pressmen and Franklin Association were on the next day subpoenaed to appear at court to show cause why injunction should not be issued against them, at the instance of the New England Railway Publishing Company, which claimed to be injured by the strike against the Rand Avery Supply Company. It appeared that there is no connection between the two companies, except that Mr. Weeks is president of both and manages their business, — a matter of indifference to the unions, or possibly ignored.

On the 27th also 44 men left the employ of the George H. Ellis Company, for the reason that that company undertook to do the work of the Rand Avery Supply Company.

The object of the injunction proceedings, as specified in the bill, was to restrain the defendants from conspiring, combining or agreeing together to declare or cause or threaten to declare a strike among the employees of the George H. Ellis Company, or any other person, firm or corporation doing work for the plaintiff; from combining in any way to induce, persuade, coerce or compel any person to leave the employ of the George H. Ellis Company, or any employer working for the plaintiff. The plaintiff alleged that it had been unable to have any work done for it by the Rand Avery Supply Company.

On October 1 the union and non-union compositors, 34

in number, employed by the Rand Avery Supply Company, went out on strike. The 10 non-union compositors involved thereupon applied for membership in the union, were received and put upon the strike list. It was denied by these that their strike had anything to do with the strike of the pressmen, and they would allege no other cause than general dissatisfaction. The Board communicated with the employer once more with an offer of mediation, and was informed that the last union man had left the employ of the Rand Avery Supply Company; that he had resolved upon a non-union shop from that time forth; that his work was progressing, and that he had all the men he needed at that time. Further efforts at mediation were made later in October, but no change was found in the attitude of the parties. The controversy before the Board and injunction proceedings finally disappeared from notice. The strike never was formally declared off, but the business of the Rand Avery Supply Company is said to be carried on much the same as before the strike.

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**DENNISON MANUFACTURING COMPANY—FRAMINGHAM.**

A movement for a Saturday half-holiday throughout the year, or, as an alternative, a 9-hour work day, was set on foot among the employees of the Dennison Manufacturing Company's factory at South Framingham. Petitions were sent to the management, and the Saturday half-holiday for June, July and August was conceded. On the 20th of September certain printers employed in "department 6," who had preserved somewhat of their character as a trades union, although they had long before surrendered their charter to the national body, renewed the request for a half-

holiday for Saturday or a work day of 9 hours, instead of 10 with a shutdown at 5 P.M. Saturdays. The petitioners professed to take this initiative in behalf of all the departments in the factory.

Report that a strike had been resolved upon, to begin on Monday, October 6, having reached the Board, on the 29th of September an offer of mediation with an inquiry into the difficulty was sent to the employer, who took the matter under consideration. On the third day of October notices announcing a change from a 10-hour to a 9-hour work day, to go into effect February 1, 1903, were posted in the factory, and were received with much apprehension, it is said, by the 1,500 employees. The 9-hour work day had been voted by the board of government of the company as far back as the beginning of 1902, and, the loss of wages that would fall upon piece workers having been foreseen, it was voluntarily remedied by the employer's increasing the scale 10 per cent. This was accepted by the wage-earners, and the threatened strike was indefinitely postponed. No controversy has since arisen to attract the attention of the Board.

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#### **MERRIMACK MANUFACTURING COMPANY—LOWELL.**

Nineteen operators of printing machines in the factory of the Merrimack Manufacturing Company at Lowell quit work on September 21, and went out on strike to enforce certain demands. The Board communicated with employer and workers, and endeavored by mediation to bring about a settlement.

It was learned from the company that two machines had fallen idle for want of workmen, one having surrendered his job and the other being sick. The other printers refused



to allow a spare hand, unless a union printer, to operate a machine even for the time being. The men out of employment whom they desired the management to hire were unsatisfactory as printers; an increase of \$2 a week was offered by the employer, and a non-union printer, a steady, trustworthy and skilful workman, was hired; but the others refused to work with him.

The men's version of the case was that the employer's agent had announced his intention to ignore the union, and to take on as many apprentices as he had work for. The demand for calico printers was greater than the supply; with other mills running night and day, they had no doubt they could secure continuous employment elsewhere.

Subsequently, on renewing its efforts with the management, the Board was informed that the mill had all the employees in this department that it needed for the present; that the product was highly satisfactory, and there was no question of wages nor any dispute between the employer and his actual employees; and that those who made the contention had left the company's employ and were at work elsewhere.

Eight of the new hands went out on strike October 11 and returned to their former homes in New Jersey. On the 16th and 17th 4 other newcomers took their places. From time to time, as is usual in such cases, slight difficulties arose which appear to have been successfully met by the management, since the print department has been kept in continuous operation. No serious difficulty has been experienced, although the strike was never declared off.

**ATWOOD BROTHERS — WHITMAN.**

In the last week of September 135 box makers were granted the 9-hour day in Whitman and adjacent towns, through the efforts of the Amalgamated Woodworkers' International Union of America; but Atwood Brothers would not grant it. The firm was employing about 55 union and 65 non-union workmen in the manufacture of wooden boxes. During the absence of Mr. Atwood nearly all the box makers went out on strike on October 6. On the following day they returned to work under a temporary agreement effected in a conference between the representatives of the strikers and the proprietor's son, pending Mr. Atwood's return, when it was hoped the final settlement would be made.

On November 20 a conference was had in the presence of the Board, which was amicable and resulted in a good understanding, but not in a formal agreement; friendly relations were preserved. Another conference was had on December 8 in the presence of the Board, at which considerable progress was made, and which adjourned to meet privately at the factory for the purpose of completing the formal agreement on as many items as possible, and referring such differences as might remain to the decision of this Board. Negotiations are still pending.

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**PAINE FURNITURE COMPANY, IRVING & CASSON,  
HULL, STICKNEY & TWITCHELL, H. A. TURNER  
COMPANY — BOSTON.**

On October 1 W. L. Howell, acting for the Amalgamated Woodworkers' International Union of America, Hardwood Finishers' Union No. 109, presented the following requests

to 14 manufacturers of furniture and of interior wood finishing for buildings in behalf of 160 hardwood finishers: for a minimum price of 25 cents an hour; for a 50-hour week; for the weekly wage of \$15 for work performed outside the shop, without any finisher's incurring a reduction who was then receiving more than the foregoing.

On the 18th notice came to the Board that difficulties involving threat to strike existed in the factories of the Paine Furniture Company, Irving & Casson, Hull, Stickney & Twitchell and Henry A. Turner Company. The Board interviewed the parties named without delay. On the 20th a conference of parties was brought about by the Board's efforts, which resulted in a settlement satisfactory to all. Subsequently a dispute arose on the question, "At what time shall the agreement go into effect?" when the Board interposed again, and succeeded in effecting a supplementary agreement in settlement of the controversy in the Paine factory. A strike in the shop of Hull, Stickney & Twitchell was averted. In the difficulties in the shops of Irving & Casson and the Henry A. Turner Company the Board mediated with a view to bringing the parties together in conference. On the 22d word was received that in each of the 14 cases an agreement satisfactory to both parties had been reached.

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#### **J. B. RENTON COMPANY—LYNN.**

Twenty-two heel cutters in the employ of J. B. Renton Company, Lynn, went out on strike on October 18. The company was engaged in the business of manufacturing heels for boots and shoes. The strikers had been employed in the cutting room, cutting greasy leather. The company

had introduced expensive machinery for the extraction of grease, and had begun to furnish dry leather to workmen. It was said that many of them had become ill because of the dust which arose from the stock. A request to be given unextracted leather to work with was refused by the president of the company, in an interview with the men's grievance committee; and he claimed, moreover, that the workmen in question had violated their agreement by going out on strike before submitting the matter to arbitration.

The strike was thereupon ordered, and spread through sympathy to the packing room and other departments, until 72 men were out on strike, all of whom were members of Heel Workers' Union No. 263, American Labor Union. The Board offered its services as mediator, which were accepted, and advised the workmen to seek interviews with the employer, for the purpose of discussing in a friendly way the alleged grievance; and if no agreement were reached by such method, the Board would then exert its good offices further. On the 20th of October other men quit their employment in the factory, making the number about 100 in all.

On the 21st and 22d there were interviews between employer and employed, at which the following mode of settlement was advised: a committee of heel cutters from another factory should be permitted to test the stock used in the Renton factory, and their judgment of its character should be accepted to adjust the difficulty. Accordingly, a committee of employees from the factory of W. & E. W. LaCroix, who had been working on leather from which oils had been extracted, producing similar goods to that of the Renton factory, inspected the stock in question at the place of the dispute, working a lot of it up in the usual way.

They reported unanimously that the Renton stock was better than the stock that they had been using with respect to dust, and that it was not of such a character as to warrant the men's going out on strike.

This was accepted as conclusive, and the strike was declared off; the cutters and their sympathizers returned on the 23d, and the factory resumed operations, which have continued to the present in a manner satisfactory to all parties concerned.

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**R. B. GROVER & CO.—BROCKTON.**

The following decision was rendered on October 24, 1902:—

*In the matter of the joint application of R. B. Grover & Co. of Brockton, shoe manufacturers, and their employees in the cutting department.*

The controversy relates to the employer's right to discharge a certain employee. The man in question was discharged, as the manufacturers claim, for good and sufficient reason, and another was hired in his place. A controversy thereupon arose with the other employees, who demanded the reinstatement of the man in question and the discharge of the new hand. The controversy was referred to this Board, and pending a decision the old hand was kept at work in the factory.

After a full investigation the Board is of the opinion that the employer acted entirely within his rights in the discharge of the man in question.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**GEORGE E. NICHOLSON & CO.—LYNN.**

Thirty-six members of Cutters' Assembly No. 3662, Knights of Labor, employees of George E. Nicholson & Co., shoe manufacturers of Lynn, quit work on October 28, to

enforce a demand for an increase of  $\frac{1}{4}$  of a cent a pair on whole-quarter shoes and  $\frac{1}{2}$  cent a pair on foxed shoes, which were union prices.

On the 30th the Board mediated between the parties, and learned that the employer had made a proposition for a settlement, which the employees of the department had under consideration. The proposition was finally rejected. On the following day the Board learned that all items in dispute had been settled by agreement with the exception of six, for which the employer felt he could not pay the increased price and keep in the market with his competitors. The Board thereupon advised a further conference with a view to a settlement, and on the 1st of November a settlement was reached in conformity with the advice of the Board. On the 3d of November, Monday, such of the strikers as were unemployed returned to work, and subsequently the remainder of the strikers returned on finishing the work that they had found elsewhere. No further difficulty in this factory has come to the notice of the Board.

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#### **SPRINGFIELD PROVISION COMPANY.—SPRINGFIELD.**

A strike of 191 butchers and meat cutters occurred on October 28 in the slaughter houses of the Springfield Provision Company at Brightwood in Springfield. The first complaints were the refusal of the employer to grant a reduction of hours with an increase of wages, estimated at 20 per cent., time and a half for over-time and double time for holiday work, and its further refusal to recognize the union or any of its representatives.

The Board offered its services on October 30, with a view to bringing about an agreement; but the employer declined,

saying that, while he then preferred to await the outcome of events, he might be willing later to confer with the strikers.

The strikers laid their complaints before the Amalgamated Society of Meat Cutters and Butcher Workmen of America. At that stage the grievance most insisted upon was that idleness was enforced for hours at a time without necessity. Strike money was paid for several weeks. Seventy-one of the strikers secured work elsewhere. The slaughtering was thereafter performed in Worcester, and the business of packing, etc., in Springfield, was performed with the aid of 40 men from other departments and 10 strangers. Contrary to the expectations in some quarters, there was no strike at Worcester, nor any boycott placed by the general body upon the products of the Springfield and Worcester abattoirs. Day by day additions were made to the force of non-union workmen employed.

It is believed in some quarters that so long as strikers preserve the peace, so long is the proposed remedy for the alleged grievances worthy of consideration, and that breaches of the peace may be considered as confessions of weakness. A degree of restlessness seemed to indicate a change of this kind, and the employer made an offer to take some of them back at the same wages they were receiving when the strike was declared. Twelve strikers returned on December 17, and from day to day several others. In a short while the abattoir was running full-handed, and no difficulty appeared to exist.

**W. L. DOUGLAS SHOE COMPANY—BROCKTON.**

The following report was made on October 31, 1902:—

*In the matter of the application of William H. Doyle, E. D. Bassett and Fred H. Moore, representing the cutters in the employ of the W. L. Douglas Shoe Company at Brockton.*

The controversy in this case was brought to the Board's attention in an *ex parte* application by the employees, who complained of the scale of wages and the system of apprenticeship in the cutting room. The Board met both parties at the factory and endeavored to effect an understanding. It appeared that, while the employer was not unwilling to leave to arbitration the question of wages paid, he objected to the items of the petition on the ground that they were only a part of the whole matter that should be submitted; hence he declined to join in the application.

The Board informed the employer and employees that the submission of any controversy for the purpose of arbitration should be signed by both parties, that it could proceed no further in a case of this kind than to suggest that the exact matters in dispute should be determined and stated in such a form that both parties could sign.

After full consideration of the matter, the conference was closed, with the understanding that when the parties should agree as to what are the points in controversy, and submit them jointly, the Board would hear and pass upon them.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**W. L. DOUGLAS SHOE COMPANY—BROCKTON.**

The following decision was rendered on November 3, 1902:—

*In the matter of the joint application of the W. L. Douglas Shoe Company of Brockton and its lasters.*

PETITION FILED OCTOBER 8.

HEARING OCTOBER 14, 1902.

The parties to this case have referred their dispute to the Board in the following terms:—



The lasters want a decision on the pair of shoes submitted, claiming that they are all right as far as the lasting goes, and are perfectly salable, the work being as good as in any other factory. The firm reserves the right to be the sole judge of the workmanship of its employees. Long-established custom of the shoe trade dictates that the workmen shall pay for damaged goods and inferior workmanship, or be discharged.

Having carefully considered the evidence submitted at the hearing, and in view of all the circumstances, the Board is of opinion that the employer must be allowed to decide the quality of workmanship necessary to make his product salable.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**W. L. DOUGLAS SHOE COMPANY — BROCKTON.**

On November 3 a joint application was received from the W. L. Douglas Shoe Company of Brockton and its lasters, requesting the Board to pass upon the question of how far the lasters should be held responsible for such injury to shoes in process of manufacture as may not be discovered until after the shoe has been finished.

A hearing was given at Brockton on November 11, at which the parties came to an agreement to suspend their controversy until further observation should develop some plan or regulation in regard to damaged work, under which the lasters might be relieved from responsibility for such work as should fairly be charged to some other department.

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**FRANK E. WHITE COMPANY — BROCKTON.**

The following decision was rendered on November 3, 1902 : —

*In the matter of the joint application of Frank E. White Company, shoe manufacturer of Brockton, and the lasters in its employ.*

PETITION FILED SEPTEMBER 26.

HEARING OCTOBER 15, 1902.

In the factory of Frank E. White Company, at Brockton, a glazed leather, of the kind known to the trade as chrome-tanned

cowhide side leather, was lately introduced; and the Board is called upon to classify it in regard to the difficulty experienced by the laster.

Having heard both parties, inspected the work of lasting and compared the material with other kinds of glazed leather in common use, the Board finds that the leather in question should be classified midway between enamel and buggy-top on the one side and patent colt on the other.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

#### CONDON BROTHERS & CO.—BROCKTON.

The following decision was rendered on November 3, 1902:—

*In the matter of the joint application of Condon Brothers & Co., shoe manufacturers of Brockton, and their treers.*

A controversy having arisen in the treeing department of the shoe factory of Condon Brothers & Co. of Brockton, concerning prices for treeing, the parties have referred the whole list of items to the arbitration of this Board. After hearing all concerned, a thorough investigation was made by the aid of expert assistants. In view of all the evidence thus obtained, the Board recommends that the following prices be paid in the factory of Condon Brothers & Co. at Brockton:—

TREEING.	Cents per 2½ Pair.
1. All patent leather and enamel, cleaned, . . . . .	48
2. Vici kid, ironed and filled, . . . . .	38
3. Box calf, cleaned, . . . . .	25
4. Russia grain, cleaned, . . . . .	20
5. Satin calf or buff, with stick and chalk, . . . . .	27
6. Satin calf or buff, without stick and chalk, . . . . .	22
7. Kangaroo, gummed and ragged, . . . . .	22
8. Treeing samples, per pair, 2 cents.	

By the Board,

BERNARD F. SUPPLE, *Secretary*.

**BOWKER, TORREY & CO. — BOSTON.**

In settlement of a difference several months old, an understanding was reached towards the 1st of September by Bowker, Torrey & Co. and their employees, engaged in marble working, polishing, rubbing, etc. The terms of the settlement, however, were not committed to writing, and were soon ignored, for a strike occurred in the early part of November, involving about 125 all told.

The employer declared that he did not know what the strike was for, but was willing to remedy any actual grievance. The men stated that their grievances were, principally, the retention of 11 non-union men, and the requirement to work at times after hours without necessity; they had deliberated for months before resorting to the strike, and had enlisted the sympathies of other occupations engaged in the manufacture of marble.

The Building Trades Council became interested, and in some quarters it was feared that the strike would extend by sympathy. Prompt information was received from the Building Trades Council on the day of the strike, November 3, and an effort on the part of the Board was made to effect a reconciliation by bringing the parties together. During the interviews thus brought about mutual concessions were made, and on the 19th of November a settlement was reached, whereby all the strikers were to return and non-union men apply for admission to the union, and the alleged grievance of unnecessary over-time was to receive careful consideration in the future. On November 20 the strikers returned to work.

**W. L. DOUGLAS SHOE COMPANY — BROCKTON.**

The following decision was rendered on November 4, 1902: —

*In the matter of the joint application of the W. L. Douglas Shoe Company and its employees in the stitching department.*

PETITION FILED SEPTEMBER 2.

HEARING SEPTEMBER 9, 1902.

The controversy presented in this case concerns a system of payment, and the prices for two items of labor in the stitching room. Having heard both parties and carefully considered all the evidence, the Board recommends, for this factory, that the prices for holding Congress together on flat machines and for stitching anchor-shaped eyelet row be those now paid. Concerning the system of payment for the process known as toe-butting, now in use, we do not recommend any change.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**PORTER BROTHERS — BOSTON.**

On November 5 the leather workers in Porter Brothers' tannery at South Boston threatened to strike, and the Board investigated with a view to composing the difficulty. The services of the Board were offered to both parties, and measures taken to bring about a conference. A visit was paid to the union rooms, where it was learned that about 40 men desired an increase of \$2, — from \$10 to \$12 a week; at previous meetings the union had twice resolved to strike, but postponed the strike until after this Board should have been invoked. The workmen involved were grainers, machine men and sorters; and the union ruled that any 5, to be selected by one of the firm, would be competent to represent them in conference, provided that 3 of the 5 were grainers. The union requested that the Board bring about a

conference between such a committee and the employers as soon as possible.

On the following-day the Board called upon the employers, but was unable to arrange a conference. The effort to that end was several times renewed, without result. On Monday, November 10, 20 men went out on strike, about two-thirds of the whole number, and others in sympathy, but they shortly after returned and made their peace with the employer. The strike lingered on for weeks, until, without making public any intention to declare the strike off, several union hands applied for positions. Most of the places were already filled; the employer accepted as many of the strikers as he had places for.

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#### **MACULLAR PARKER COMPANY—BOSTON.**

Twenty-eight members of Special Order Clothing Makers' Union of America, Local No. 22, ceased working in the custom clothing department of Macullar Parker Company November 8, claiming that they had been locked out. The Board promptly offered its mediation to both parties. The men stated that they had made a demand for shorter hours, and while it was under consideration, and, as they supposed, was receiving favorable attention, they were suddenly told that their services were no longer needed. This course on the part of the employer was difficult for them to understand, since it was impossible to obtain any others, they said, to take their places, all first-class work people in this department of the trade being members of their union. Now that they were out, they had some other grievances in addition; they demanded recognition of their union, and softer manners on the part of the person in charge of the work room,

A committee of 3, vested with full power to settle the difficulty, applied to the Board on November 12, with a request that the Board exert its good offices to bring about a conference of parties on the question of a settlement. The Board called upon the employer forthwith. The company denied that it had any difficulty; some men had been discharged, but there was no lockout; the men might apply for work as individuals; all that they knew of any trouble was that several demands in writing had been communicated to them by the union, one of which stipulated that none but union help should be employed, and that they had been requested to sign that paper.

On November 17 one of the company's foremen solicited a conference with representatives of the union, and an appointment was made for the following morning; but before going on November 18 to see the employer, the workmen requested the presence of the Board at the conference. The conference thereupon took place in the presence of the Board, at which all points were thoroughly discussed, and an agreement reached. The 9-hour day was conceded, hours of labor to be from 7.30 in the forenoon to 5.30 in the afternoon; over-time work to be performed when required, and paid for at the same rate as other time; work was to be equally distributed; a union representative to be allowed to visit union men, after applying to the foreman; grievances to be considered without recourse to strikes or lockouts; all hands to belong to the union; and all the employees then out to be received into their old places without discrimination. Both parties expressed their satisfaction, and the work of the department was immediately resumed; but in the second week of December a suspicion arose in the minds of the work people of that department

that the discharge of a certain man was for the purpose of making room for some one else, and it was claimed that this was a violation of the agreement of November 18.

A conference was had between the parties to the difficulty, in the presence of the Board. The employer declared that the man had been discharged for bad work, and that there had been no discrimination against him for membership in the union, or any other reason than that stated; and no effort had been made to hire a non-union man to take his place. The agent of the union expressed his satisfaction, and the difficulty was settled. At the present writing, no further difficulty has been heard of.

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#### CHARLES A. EATON COMPANY — BROCKTON.

The following decision was rendered on November 10, 1902: —

*In the matter of the joint application of Charles A. Eaton Company, shoe manufacturer, and the lasters employed in its Factory No. 2, at Brockton.*

The points of controversy that the parties to this case have referred to the judgment of the Board relate to prices for pulling-over and operating on the consolidated hand-method lasting machine, when the following kinds of leather are used. A hearing was had, followed by the appointment of expert assistants and a thorough investigation. Having considered all the evidence thus obtained, and keeping in view all the circumstances, the Board recommends that the following prices be paid in the lasting department of the Charles A. Eaton Factory No. 2, at Brockton, for Goodyear welt shoes whose jobbing price is not more than \$2.25: —

	Cents per Pair for —	
	Pulling-over.	Operating.
Patent colt, . . . . .	4½	2
Patent calf, . . . . .	4½	2
Patent vici kid, . . . . .	4½	2
Box calf enamel, . . . . .	4½	2

	Cents per Pair for—	
	Pulling-over.	Operating.
Patent chrome, side leather or cowhide, . . . . .	4	1½
Flat leather box, extra, . . . . .	½	
Lasting back of tip, ⅓ of pulling price, according to classification of stock.		

By agreement of the parties, this decision is to take effect from the beginning of the present run.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

#### EMPIRE SHOE COMPANY—BROCKTON.

On November 10 the Board received a joint application from the Empire Shoe Company of Brockton and its employees in the sole leather department, represented by J. P. Meade, alleging grievances of price for building heels, varying in their structure as follows: one set of half lifts, two sets of half lifts, one set of three pieces for one lift. The parties promised to continue in business and at work without lockout or strike until the decision of the Board, if it should be made within three weeks of the date of filing the application. Before that period had elapsed, however, an agreement was reached satisfactory to both, and reported to the Board; whereupon the application was placed on file, and no controversy has since arisen in that department of the factory.

#### NORTH SHORE SHOE COMPANY—SALEM.

The following decision was rendered on November 18:—

*In the matter of the joint application of the North Shore Shoe Company of Salem and treers in its employ.*

A difference arose between the parties to this case concerning the price for treeing boys' shoes, the workmen alleging that it was



too small, and asking an increase of 2 cents a dozen, "which request has been refused" by the employer, "for the reason that the price paid for this work is equal to that paid for the same grade of work by other manufacturers." This sole point of controversy was referred to the Board.

Both parties were fully heard, and on their request expert assistants were appointed and sent to inquire into the prices paid for such work under like conditions, where goods of a similar grade were manufactured. Having carefully considered all the evidence thus obtained, the Board finds that the men's claim for an increase is not sustained.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**W. SWINT — BOSTON.**

On November 25 Messrs. Shepard and Sanderson, presidents respectively of the national and local organizations of master bakers, called and gave notice of a difficulty between the Journeymen Bakers' Union and W. Swint of East Boston, whose shop had been declared unfair, and placed under a ban by means of printed statements and oral reports circulated among Mr. Swint's customers. The acts of the union were a violation of existing agreements, but in view of such agreements the matter should be referred to this Board, they said, notwithstanding the fact that there was no controversy between Mr. Swint and his employees. The union's objection, it appeared, was that Mr. Swint employed non-union men.

Mr. Swint appeared in person on December 2, and stated his side of the difficulty; and the union's version was learned on the following day. It appeared to the board that it was such a difficulty as frequently arises from misunderstanding, rather than malice.

On the 4th of December Messrs. Mitchell and Sanderson of the Master Bakers' Association, members of the committee on arbitration, and Mr. Swint on the one part, met Messrs. Anthes, Nickerl and Collamore, representatives of the union, in the presence of the Board. Misunderstandings were cleared up, and an oral agreement was reached, conditional upon Mr. Swint's promise to induce, if possible, the bakers in his employ to apply for admission into the union. The union's committee declared that their agreement must be ratified by the union; and for the purpose of a complete report they desired some statement in writing as to what Mr. Swint proposed to do, but Mr. Swint declined to give any statement in writing. After considering this difficulty at length, a certified statement of Mr. Swint's promise was prepared and read to both sides. The conference thereupon adjourned, and the committee undertook to place the employer's promise before the union at its next meeting, saying that they expected good results. On the 5th of December it was learned that the joint executive board of the bakers' unions of Boston and the vicinity had accepted the promise and ratified the agreement made.

While writing this report it was learned that a slight misunderstanding arose, touching the good faith of one of the parties; whereupon the Board intervened, with the result that a good understanding was secured, and an open rupture of friendly relations was prevented.

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**R. B. GROVER & CO.—BROCKTON.**

The following decision was rendered on November 29, 1902:—

*In the matter of the joint application of R. B. Grover & Co. of Brockton and employees in the sole leather department.*

This case comes to the Board under an agreement between the company and the Boot and Shoe Workers' Union. The price for cutting outsoles and insoles by the regular hands is \$2.75 per day, and for an all-round man \$2.50 a day. The duty of an all-round man in this department is the performance of any work to which he may be called by the superintendent or foreman, including the cutting of outsoles or insoles. The contention of the regular hands is that when the all-round man is assigned to the cutting of outsoles or insoles he should receive the regular price for that kind of work, — \$2.75 a day. The firm claims that the same is included in all-round hand work, and should be paid for according to price paid for such work, — \$2.50 a day.

In view of the fact that the work of an all-round hand is general in character, and includes within its scope the cutting of outsoles and insoles, it is the opinion of the Board that the work in question is covered by the all-round price, provided there is not sufficient work to warrant the hiring in of an additional regular hand.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

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**HAZEN B. GOODRICH & CO.—HAVERHILL.**

The following decision was rendered on December 3, 1902:—

*In the matter of the joint application of Hazen B. Goodrich & Co., shoe manufacturers of Haverhill, and their employees in the buffing department.*

The point at issue in this case is, "That the wage rate set by the firm for buffing and naumkeaging upon a new machine recently introduced into the factory is too low."

Both parties have been fully heard, and investigation has been made, in factories performing similar work, into the prices paid therefor.

In view of all the evidence thus obtained, the Board decides that it cannot recommend any increase of price for the work in question as performed in the factory of Hazen B. Goodrich & Co. at Haverhill.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

#### HATHAWAY, SOULE & HARRINGTON, NEW BEDFORD.

The following decision was rendered on December 3, 1902: —

*In the matter of the joint application of Hathaway, Soule & Harrington, shoe manufacturers of New Bedford, and their lasters.*

The prices for lasting certain items on Goodyear work on the consolidated hand-method lasting machine have been referred to this Board. Both parties were heard, and investigation was made through the aid of expert assistants. In view of all the evidence, the Board recommends that the following prices be paid in the factory of Hathaway, Soule & Harrington at New Bedford: —

		CENTS PER PAIR.		OPERATING ON BOTH GRADES.	
		PULLING-OVER.			
		First grade, above \$2.50.	Second grade, \$2.50 and below.	Plain or Cap.	
Patent calf or colt,	.	5	5	2 $\frac{1}{8}$	
Patent vici or Corona,	.	5	5	2 $\frac{1}{8}$	
Patent kangaroo,	.	5	5	2 $\frac{1}{8}$	
Patent box calf,	.	5	5	2 $\frac{1}{8}$	
Box calf enamel,	.	5	5	2 $\frac{1}{8}$	
Patent split, buggy-top,	.	3 $\frac{1}{4}$	3 $\frac{1}{4}$	1 $\frac{7}{8}$	
Common enamel (side),	.	3 $\frac{1}{4}$	3 $\frac{1}{4}$	1 $\frac{7}{8}$	
				Plain.	Cap.
Cordovan or horsehide,	.	3 $\frac{1}{4}$	3 $\frac{1}{8}$	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Velours calf,	.	3 $\frac{1}{4}$	3 $\frac{1}{2}$	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Black Russia,	.	3 $\frac{1}{4}$	3 $\frac{1}{2}$	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Vici,	.	3 $\frac{1}{4}$	3 $\frac{1}{2}$	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Box calf,	.	3	3	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Kangaroo kid,	.	3 $\frac{1}{4}$	3 $\frac{1}{2}$	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Wax calf,	.	3	3	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Kangaroo,	.	3 $\frac{1}{4}$	3 $\frac{1}{2}$	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Colored stock,	.	3 $\frac{1}{4}$	3 $\frac{1}{2}$	1 $\frac{3}{8}$	1 $\frac{5}{8}$
Ladies' shoes, $\frac{1}{4}$ cent extra per pair.					
Patent tips or quarters, 2 cents extra.					
Flat leather box, $\frac{1}{4}$ cent to puller.					

Single pairs or samples, 2 cents to puller.

Hour work, 33 $\frac{1}{2}$  cents per hour.

Paper covers, where lasted in,  $\frac{1}{2}$  cent per pair.

Lasting back of tip,  $\frac{1}{12}$  of pulling price, according to classification of stock.

By agreement of the parties, this decision is to take effect from and after December 1, 1902.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

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**FRANKLIN ENGRAVING COMPANY, S. S. KILBURN & CO., HUB ENGRAVING COMPANY, SUFFOLK ENGRAVING COMPANY, C. J. PETERS & SON AND J. S. CONANT & CO.—BOSTON.**

Some photo-engravers of Boston struck on December 8 for the purpose of establishing an agreement between the Franklin Engraving Company, S. S. Kilburn & Co., Hub Engraving Company, Suffolk Engraving Company, C. J. Peters & Son and J. S. Conant & Co., and Photo-Engravers' Union No. 3. The chief demands were for recognition of the union and an 8-hour day. The employers were unwilling to bind themselves to a recognition of the union. About 75 men all told were on strike.

Both parties were interviewed for the purpose of bringing about an agreement. The employers, however, expressed themselves as satisfied with conditions, and saw no reason to change their attitude. The firm of C. J. Peters & Son went out of business. The others were not opposed to arbitration on principle, but in this particular case they had all the help they needed, and their business was going on in a manner satisfactory to themselves. J. S. Cain, national representative of the Independent Photo-Engravers' Union, who had come to Boston with a view to effecting a settlement, expressed his willingness to refer the matter to the Board.

NOTED

By December 24, after two weeks, the strike was declared off, and the men returned to work and accepted such positions as they could get at the former rate of wages.

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**GOLDEN SHOE COMPANY — BROCKTON.**

Towards the middle of December a complaint was made to the Board that the lasters employed by the Golden Shoe Company of Brockton had been discharged on the 12th, as the result of a disagreement on prices paid for lasting and tacking on soles. It was said at first that the union was not inclined to concern itself about the matter, but subsequently, thinking that some injustice, or at any rate a misunderstanding, might be involved, the matter was considered by its officials. The Board gave the workmen such advice as seemed calculated to restore harmony.

After a short interval the Board inquired into the matter, and learned that on the 16th, pending an adjustment of differences, the men involved had returned to work, as the result of a conference between the agents of the union and the employer. On the 18th the committee of the union informed the Board that there was every reason to believe the controversy would be adjusted in a few days, and so, in fact, it was.

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**R. B. GROVER & CO. — BROCKTON.**

The following decision was rendered on December 17, 1902 : —

*In the matter of the joint application of R. B. Grover & Co., shoe manufacturers of Brockton, and their employees in the edgetrimming department.*

The claim of the employees is that a change in the system of edgetrimming has been recently introduced into the factory; that the change imposes extra work upon the edgetrimmers, for which they ask extra compensation.

After a hearing and a thorough investigation of the case, the Board recommends that 32 cents per dozen pairs be paid for the work in question, as required to be done at present in this factory.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

#### F. BRIGHAM & GREGORY COMPANY—HUDSON.

The following decision was rendered on December 23, 1902:—

*In the matter of the joint application of F. Brigham & Gregory Company, shoe manufacturer of Hudson, and its lasters.*

The grievance complained of in this case has reference to prices for hand lasting and for operating and pulling-over on the consolidated hand-method and McKay-Copeland lasting machines. Having carefully considered the evidence submitted at the hearing and obtained through an investigation of prices and conditions in competing factories, and in view of all the circumstances, the Board recommends that the following prices be paid in the factory of F. Brigham & Gregory Company:—

CONSOLIDATED HAND-METHOD LASTING MACHINE, PER 12-PAIR CASE. Pulling-over.	
Men's split, cap toe, . . . . .	\$0 29
Men's buff, cap toe, . . . . .	26
Men's split, plain toe, . . . . .	26
Men's buff, plain toe, . . . . .	23
Men's split, box toe (moulded), . . . . .	29
Men's buff, box toe (moulded), . . . . .	26
Boys' and youths' split, cap toe, . . . . .	23
Boys' and youths' buff, cap toe, . . . . .	20
Boys' and youths' buff, plain toe, . . . . .	20
Little gents', cap and shellac box, split, . . . . .	20
Little gents', all other leathers, . . . . .	19
Women's split or buff, rights and lefts, cap toe, . . . . .	17
Women's, all leathers except split or buff, F 5 last, . . . . .	21
Misses' split or buff, right and left last, cap toe, . . . . .	17
Women's and misses' straight last, plain toe, all leathers, including split, . . . . .	14

CONSOLIDATED HAND-METHOD  
LASTING MACHINE, PER  
12-PAIR CASE.

Operating.

Men's cap toe, . . . . .	\$0 11
Boys', youths', women's and misses' cap toe, . . . . .	10
Men's plain toe, . . . . .	10
Boys' and youths' plain toe, . . . . .	09
Women's and misses' plain toe, . . . . .	08
Little gents' cap toe, . . . . .	09

McKAY-COPELAND LASTING  
MACHINE, PER 12-PAIR  
CASE.

Pulling-over and  
Operating.

Same price each.

Men's split and kangaroo, cap toe, . . . . .	\$0 15
Men's buff, box calf, seal grain, box grain, cap toe, . . . . .	14
Men's split and kangaroo, plain toe, . . . . .	12
Men's buff, box calf, seal grain, box grain, plain toe, . . . . .	11
Women's split and buff, straight last, plain toe, . . . . .	09

Lasting by Hand,  
per 12-PAIR Case.

Men's split, cap toe, . . . . .	\$0 45
Men's buff, box calf, box grain, seal grain, cap toe, . . . . .	42
Men's split, plain toe, . . . . .	41
Men's buff, plain toe, . . . . .	38
Boys' and youths' cap toe, . . . . .	36
Boys' and youths' plain toe, . . . . .	35
Lasting stitched-down shoes, including putting in coun- ter and pulling last, per 12-pair case, \$0.32.	

By agreement of the parties, this decision is to take effect from  
and after July 7, 1902, and to be in force for one year.

By the Board,

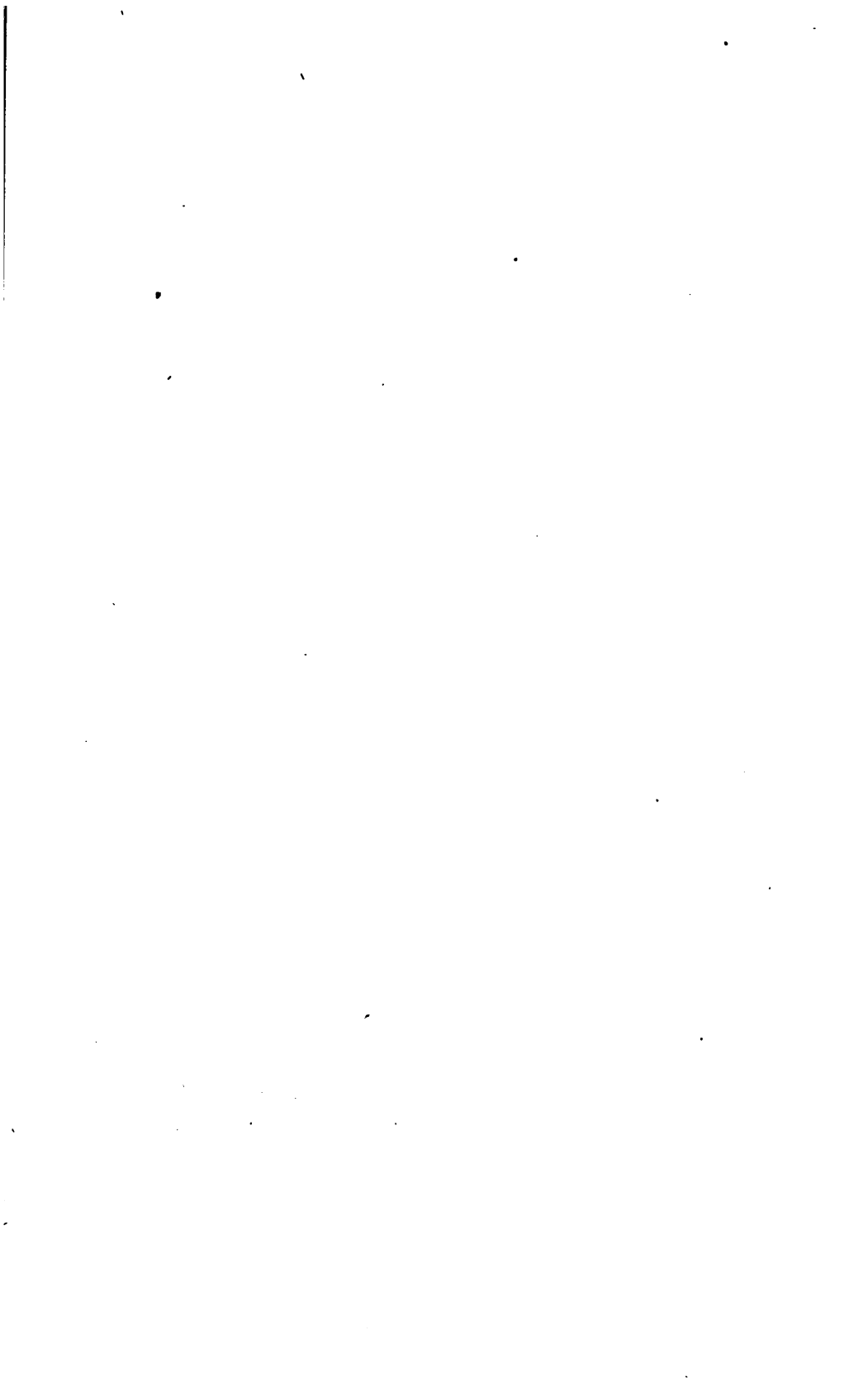
BERNARD F. SUPPLE, *Secretary*.

The foregoing annual report is respectfully submitted.

WARREN A. REED,  
RICHARD P. BARRY,  
CHARLES DANA PALMER,  
*State Board of Conciliation and Arbitration.*

BOSTON, February 2, 1903.





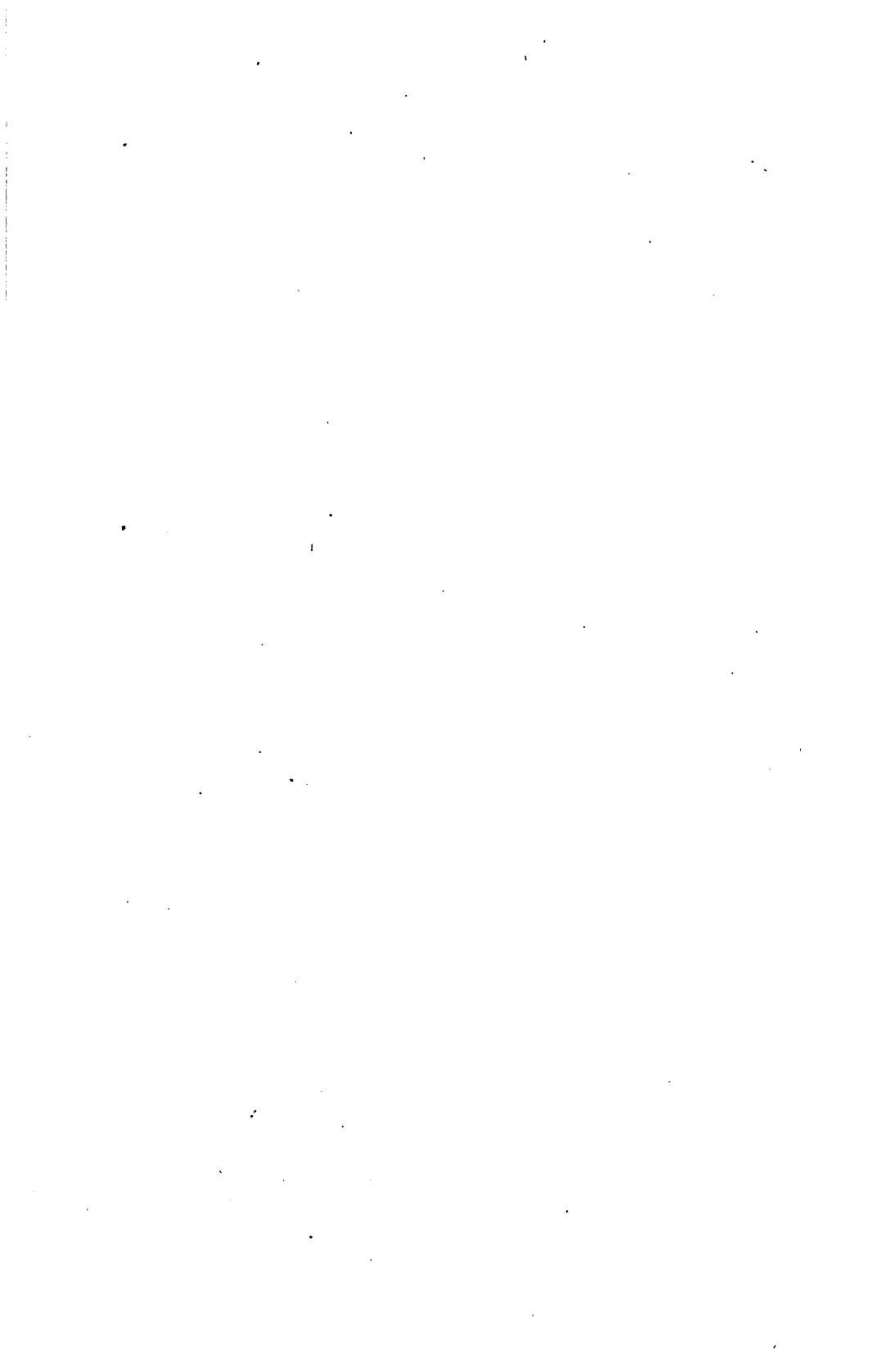
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## APPENDIX.

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## APPENDIX.

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In 1886 Massachusetts and New York established state boards of arbitration.

A statute of the United States, enacted in 1888, provided for the settlement of controversies between railroads and their employees through the services of special temporary tribunals known as "boards of arbitration or commission." To form a board of arbitration each party in interest chose a member, and the two members chose a third for chairman; but when the commission was formed the President of the United States appointed two members to act with the Commissioner of Labor, who was chairman *ex officio*. Such a commission in 1894, reporting on the Chicago Strike, recommended changes in the law, and suggested to the states "the adoption of some system of conciliation and arbitration like that in use in the Commonwealth of Massachusetts." In 1898 the law was repealed, its essential provisions were re-enacted and procedure was specified with greater elaboration. The statute of 1898 requires the Chairman of the Interstate Commerce Commission and the Commissioner of Labor to mediate in one way or another between the parties with a view to inducing them either to terminate their controversy by agreement or to refer it to the board of arbitration. The board of arbitration, as under the former act, is constituted in the usual way; but when five days elapse without choice of a third member, the duty of making such a choice devolves upon the two mediators above mentioned.

Twenty-four states in the union have thus far made

constitutional or statutory provision for mediation of one kind or another in the settlement of industrial disputes. Of these the statutes of the following seventeen contemplate the administration of conciliation and arbitration laws through permanent state boards: Massachusetts, New York, Montana, Michigan, California, New Jersey, Ohio, Louisiana, Wisconsin, Minnesota, Connecticut, Illinois, Utah, Indiana, Idaho, Colorado and Kansas.

The constitution of Wyoming directs the legislature to establish courts of arbitration to determine all differences between associations of laborers and their employers, and provides for appeals to the supreme court of the state from the decisions of compulsory boards of arbitration.

The laws of Kansas, Iowa, Pennsylvania and Texas authorize the law courts to appoint tribunals of voluntary arbitration; and such is the law of Maryland also, which, moreover, empowers the Board of Public Works to investigate industrial controversies when the employer is a corporation, indebted to, or incorporated by, that state; to propose arbitration to the opposing parties, and if the proposition is accepted, to provide in due form for referring the case; but if either party refuse to submit to arbitration, it becomes the duty of the Board of Public Works to ascertain the cause of the controversy and report the same to the next legislature.

The law of Missouri authorizes the Commissioner of Labor Statistics to form local boards of arbitration, and, as in North Dakota, to mediate between employer and employed, if requested to do so by either, whenever a difference exists which results or threatens to result in a strike or lockout. In Nebraska it is the duty of such officer to examine into the causes of strikes and lockouts.

Following are laws, etc., relating to mediation in industrial controversies:—

## UNITED STATES.

[Public Laws, 1898.]

**Chap. 370. — An Act Concerning carriers engaged in interstate commerce and their employees.**

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the provisions of this Act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment, from one State or Territory of the United States, or the District of Columbia, to any other State or Territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this Act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this Act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however,* That this Act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall

not affect the obligations of said carrier either to the public or to the private parties concerned.

SEC. 2. Whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a carrier subject to this Act and the employees of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this act.

SEC. 3. Whenever a controversy shall arise between a carrier subject to this Act and the employees of such carrier which cannot be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in services of the same nature as said employees so directly interested: *Provided, however,* That when a controversy involves and affects the interests of two or more classes and grades of employees belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the concurrent action of all such labor organizations; and in cases where the majority of such employees are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding section. A majority of said arbitrators shall be competent to make a valid and binding award under the

provisions hereof. The submission shall be in writing, shall be signed by the employer and by the labor organization representing the employees, shall specify the time and place of meeting of said board of arbitration, shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows:

First. That the board of arbitration shall commence their hearings within ten days from the date of the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed: *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto certified under the hands of the arbitrators and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit: *Provided*, That no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same



shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employees shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said arbitration and the award made therein shall not be binding, unless the said individual employees shall give assent in writing to become parties to said arbitration.

SEC. 4. The award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

SEC. 5. For the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance

and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents to the same extent and under the same conditions and penalties as is provided for in the Act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. Every agreement of arbitration under this act shall be acknowledged by the parties before a notary public or clerk of a district or circuit court of the United States, and when so acknowledged a copy of the same shall be transmitted to the chairman of the Interstate Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this Act, except that it shall be executed by employees individually instead of by a labor organization as their representative, shall, when duly acknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however,* That the said chairman of the Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

SEC. 7. During the pendency of arbitration under this Act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strikes against said employer; nor, during a period of three months after an award under such an arbitration, for such employer to discharge any

such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any such employees, during a like period, to quit the service of said employer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided*, That nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employees whenever in its or his judgment business necessities require such reduction.

SEC. 8. In every incorporation under the provisions of chapter five hundred and sixty-seven of the United States Statutes of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts, or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations. Members of such incorporations shall not be personally liable for the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law; and such corporations may appear by designated representatives before the board created by this Act, or in any suits or proceedings for or against such corporations or their members in any of the Federal courts.

SEC. 9. Whenever receivers appointed by Federal courts are in the possession and control of railroads, the employees upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their associations, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers.

SEC. 10. Any employer subject to the provisions of this

Act and any officer, agent, or receiver of such employer who shall require any employee, or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain a member of any labor corporation, association, or organization; or shall threaten any employee with loss of employment, or shall unjustly discriminate against any employee because of his membership in such a labor corporation, association, or organization; or who shall require any employee or any person seeking employment, as a condition of such employment, to enter into a contract whereby such employee or applicant for employment shall agree to contribute to any fund for charitable, social, or beneficial purposes; to release such employer from legal liability for any personal injury by reason of any benefit received from such fund beyond the proportion of the benefit arising from the employer's contribution to such fund; or who shall, after having discharged an employee, attempt or conspire to prevent such employee from obtaining employment, or who shall, after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and, upon conviction thereof in any court of the United States of competent jurisdiction in the district in which such offense was committed, shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars.

SEC. 11. Each member of said board of arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the Treasury, is hereby appropriated for the fiscal years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the Treasury not otherwise appropriated.

SEC. 12. The Act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate

or territorial transportation of property or persons and their employees, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

Approved, June 1, 1898.

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### MASSACHUSETTS.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385. Chapter 382 of the Acts of 1892 relates to the duties of expert assistants. A consolidation and revision of Statutes went into effect December 31, 1901.

Chapter 106, Revised Laws, as amended by St. 1902, chapter 446, provides for the conciliation and arbitration of labor disputes as follows:—

#### STATE BOARD OF CONCILIATION AND ARBITRATION.

SECTION 1. There shall be a state board of conciliation and arbitration consisting of three persons, one of whom shall annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor, and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office, be sworn to the faithful performance thereof, and shall receive a salary at the rate of two thousand dollars a year and his necessary travelling and other expenses, which shall be paid by the commonwealth. The board shall choose from its members

a chairman, and may appoint and remove a secretary of the board and may allow him a salary of not more than twelve hundred dollars a year. The board shall from time to time establish such rules of procedure as shall be approved by the governor and council, and shall annually, on or before the first day of February, make a report to the general court.

#### DUTIES AND POWERS.

SECTION 2. If it appears to the mayor of a city or to the selectmen of a town that a strike or lock-out described in this section is seriously threatened or actually occurs, he or they shall at once notify the state board; and such notification may be given by the employer or by the employees concerned in the strike or lock-out. If, when the state board has knowledge that a strike or lock-out, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, such employer, at that time, is employing, or upon the occurrence of the strike or lock-out, was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement or endeavor to persuade them, if a strike or lock-out has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration or to the state board. Said state board shall investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given to it by the provisions of the following section.

SECTION 3. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, hear all persons interested

therein who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof shall, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

SECTION 4. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized thereto in writing; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the grievances complained of and a promise to continue in business or at work without any lockout or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

SECTION 5. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate a fit person to act in the case as expert assistant to the board

and the board shall appoint such experts if so nominated. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary traveling expenses. The board may appoint such other additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

SECTION 6. The board may summon as witnesses any operative and any person who keeps the record of wages earned in the department of business in which the controversy exists, and may examine them upon oath and require the production of books which contain the record of wages paid. Summonses may be signed and oaths administered by any member of the board. Witnesses summoned by the board shall be allowed fifty cents for each attendance and also twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six.



**LOCAL BOARDS OF CONCILIATION AND ARBITRATION.**

**SECTION 7.** The parties to any controversy described in section three may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall, relative to the matters referred to it, have and exercise all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or of the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

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**NEW YORK.**

A state board of arbitration was established in 1886, to decide appeals from such temporary boards as might be formed in special cases when that mode of settlement had been resorted to by the parties in interest. In 1887 it was given concurrent jurisdiction, and, for the purpose of inducing agreements, mediation was added to its functions. From 1897 the state board of mediation and arbitration acted under chapter 415 of the laws of that year, known as the labor law (which was a revision and consolidation of previous enactments, being chapter XXXII of the General Laws), until February 7, 1901 (chapter 9), when a department of labor was created in three bureaus: for factory inspection, for labor statistics and

for mediation and arbitration. The affairs of the first two bureaus are each administered by a deputy appointed and removable at pleasure by the commissioner of labor.

The head of the department has special charge of the bureau of mediation and arbitration, and for such functions has for assessors the two deputy commissioners. These three constitute the board to which the following provisions of article X of the Labor Law now refer:—

§ 142. **Arbitration by the board.**— A grievance or dispute between an employer and his employes may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lock-out or strike.

Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpoena witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. **Mediation in case of strike or lock-out.**— Whenever a strike or lock-out occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor, by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. **Decisions of board.**— Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy.

Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall

be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. **Annual report.** — The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

§ 146. **Submission of controversies to local arbitrators.** — A grievance or dispute between an employer and his employees may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employees concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employees concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employees are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board:

§ 147. **Consent; oath; powers of arbitrators.** — Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony.

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

§ 148. **Decision of arbitrators.** — The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.

§ 149. **Appeals.** — The state board of mediation and arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

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## MONTANA.

There was a law in Montana, approved Feb. 28, 1887, entitled "An Act to provide for a territorial board of arbitration for the settlement of differences between employers and employes." The Legislative Assembly of the territory on March 14, 1889, created a commission to codify laws and procedure, and to revise, simplify and consolidate statutes; and Montana became a state on November 8 of the same year.

The following is the law relating to arbitration of industrial disputes, as it appears in "The Codes and Statutes of Montana in force July 1, 1895."

### THE POLITICAL CODE.

[Part III, Title VII, Chapter XIX.]

§ 3330. There is a state board of arbitration and conciliation consisting of three members, whose term of office is two

years and until their successors are appointed and qualified. The board must be appointed by the governor, with the advice and consent of the senate. If a vacancy occurs at any time the governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said board. [§ 3330. *Act approved March 15, 1895.*]

§ 3331. One of the board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

§ 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the constitution. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such compensation as may be allowed by the board, but not exceeding five dollars per day for the time employed. The board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the governor. [§ 3332. *Act approved March 15, 1895.*]

§ 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employs twenty or more in the same general line of business in the state) and his employes, the board must, on application as is hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done, by either or both, to adjust said dispute, and the board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the board, and a statement thereof published in the annual report, and the board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

§ 3334. The application to the board of arbitration and conciliation must be signed by the employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the

grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board; as soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side, and the employes interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board.

The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board, information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the state of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the state such compensation as shall be allowed and certified by the board not exceeding ——— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to

perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative or employe in the department of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board. [§ 3334. *Act approved March 15, 1895.*]

§ 3335. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the governor on or before the first day of December in each year. [§ 3335. *Act approved March 15, 1895.*]

§ 3336. Any decision made by the board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill, or mine where the employes work.

§ 3337. The parties to any controversy or difference as described in § 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may be either mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or

difference arose, and a copy thereof shall be forwarded to the state board and entered on its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Whenever it is made to appear to the mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the state board of the fact.

Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city, or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this state, involving an employer and his present or past employes, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of business in any city, town or county in this state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, providing that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by § 3333 of this code.

Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to



the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see § 9 of Massachusetts act and make such provision as deemed best) certified to the state board of examiners for auditing, and the same shall be paid as other expenses of the state from any moneys in the state treasury. [§ 3337. *Act approved March 15, 1895.*]

§ 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses and necessary books or record, to be paid out of the treasury of the state, as by law provided.

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### MICHIGAN.

[Public Acts, 1889, No. 238.]

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State court of mediation and arbitration.**

SECTION 1. *The people of the State of Michigan enact*, That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

SEC. 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said

court may prescribe. He shall have power, under the direction of the court, to issue subpoenas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

SEC. 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

SEC. 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same

extent as such power is possessed by courts of record, or the judges thereof, in this State.

SEC. 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 6. Whenever a strike or lockout shall occur or is seriously threatened, in any part of the State, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

SEC. 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest route in getting to and returning from the place where attendance is required by the court, to be allowed by the board of State auditors upon the certificate of the court. All subpoenas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

SEC. 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation, as may seem to them conducive to harmonizing the relations of, and disputes between, employers and the wage-earning.

SEC. 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to ex-

ceed twelve hundred dollars, without per diem, per year, payable in the same manner.

SEC. 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm" "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place. [*Approved July 3, 1889.*]

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### CALIFORNIA.

**An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employés, to define the duties of said Board, and to appropriate the sum of twenty-five hundred dollars therefor.**

*The People of the State of California, represented in Senate and Assembly, do enact as follows:*

SECTION 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employés, and the third member shall represent neither, and shall be Chairman of the Board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint some one to serve the unexpired term; *provided, however,* that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the State Board, they may by agreement each choose one person, and the two shall choose a third, who shall be Chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of the said Board or Boards, before entering upon the duties of their office, shall be sworn to faithfully discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

SEC. 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or

lockout, and his employés, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the board.

SEC. 3. Said application shall be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the Chairman of said Board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

SEC. 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employés by posting a notice thereof in three conspicuous places in the shop or factory where they work.

SEC. 5. Both employers and employés shall have the right at any time to submit to the Board complaints of grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and

publish the result of their investigations as soon as possible thereafter.

SEC. 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the State Treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

SEC. 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State Treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

SEC. 8. This Act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*]

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#### NEW JERSEY.

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration.**

1. BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey*, That whenever any grievance or dispute of any nature growing out of the relation of employer and employee shall arise or exist between employer and employees, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employees concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbi-

trators for said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

2. *And be it enacted*, That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

3. *And be it enacted*, That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of records or the judges thereof in this state; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

4. *And be it enacted*, That after the matter has been fully heard, the said board or a majority of its members shall within ten days render a decision thereon, in writing, signed by them,

giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the state board of arbitration hereinafter mentioned, together with the testimony taken before said board.

5. *And be it enacted*, That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

6. *And be it enacted*, That within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term; said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board and whose duty shall be to keep a full and faithful record of the proceedings of the board and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe; he shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state; said arbitrators of said state board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same; an office



shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

7. *And be it enacted*, That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case; it shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party; any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state; examinations or investigations ordered by the state board may be held and taken by and before any one of their number if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof; each arbitrator shall have power to administer oaths.

8. *And be it enacted*, That whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election; whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute; the parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation; the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto,

and shall have power by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

9. *And be it enacted*, That after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them; stating such details as will clearly show the nature of the decision, and the points disposed of by them; the decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

10. *And be it enacted*, That whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

11. *And be it enacted*, That the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpoenas shall be signed by the secretary of the board and may be served by any person of full age, authorized by the board to serve the same.

12. *And be it enacted*, That said board shall annually report to the legislature, and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employees, and the improvement of the present system of production by labor.

13. *And be it enacted*, That each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers.

14. *And be it enacted*, That whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

15. *And be it enacted*, That this act shall take effect immediately. [*Approved March 24, 1892. P. L., Chap. 137.*]

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**A Supplement to an act entitled "An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration," approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.**

1. *BE IT ENACTED by the Senate and General Assembly of the State of New Jersey*, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a board of arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said board, and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of moneys in the state treasury not otherwise appropriated.

2. *And be it enacted*, That in case of death, resignation or incapacity of any member of the board, the governor shall appoint, by and with the advice and consent of the senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

3. *And be it enacted*, That the term of office of the arbitra-

tors now acting as a board of arbitrators, shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the board of arbitrators now acting under the provisions of the act of which this act is a supplement.

4. *And be it enacted*, That after the expiration of the terms of office of the persons named in this supplement, the governor shall appoint by and with the advice and consent of the senate their successors for the length of term and at the salary named in the first section of this supplement.

5. *And be it enacted*, That this act shall take effect immediately. [*Approved March 25, 1895. P. L., Chap. 341.*]

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#### OHIO.

On March 14, 1893, Ohio adopted a law providing for a State board of arbitration. The statute, as amended May 21, 1894, and April 27, 1896, is as follows:—

**An Act to provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed Feb. 10, 1885.**

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employee selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

**SECTION 2.** One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

**SECTION 3.** Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

**SECTION 4.** Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state exists between an employer (whether an individual, copartnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act are not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

**SECTION 5.** Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

**SECTION 6.** Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

**SECTION 7.** Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

**SECTION 8.** As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

**SECTION 9.** The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and

examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employes.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each



witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employes.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for such meeting.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes," of the Revised Statutes of the state, passed February 10, 1895, is hereby repealed.

SECTION 19. This act shall take effect and be in force from and after its passage.

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## LOUISIANA.

[No. 139.]

**An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employees.**

SECTION 1. Be it enacted by the General Assembly of the State of Louisiana, that within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint five competent persons to serve as a Board of Arbitration and Conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or Board representing em-

ployers of labor; two of them shall be employees, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provided however, that if the four appointed do not agree on the fifth man at the expiration of thirty days, he shall be appointed by the Governor; provided, also, that if the employers or employees fail to make their recommendation as herein provided within thirty days, then the Governor shall make said appointments in accordance with the spirit and intent of this Act; said appointments, if made when the Senate is not in session, may be confirmed at the next ensuing session.

SEC. 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall in the same manner appoint some person to serve out the unexpired term.

SEC. 3. Each member of said Board shall before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The Board shall, as soon as possible after its organization, establish rules of procedure.

SEC. 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this State, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

SEC. 5. Such mediation having failed to bring about an adjustment of the said differences, the Board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement

thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

SEC. 6. Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving authority shall be kept secret by said board.

SEC. 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said Board, if it shall be made within ten days of the date of filing said application.

SEC. 8. As soon as may be after the receipt of said application, the secretary of said Board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the Board.

SEC. 9. The Board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the Board. The Board shall have the

right to compel the attendance of witnesses or the production of papers.

SEC. 10. Whenever it is made to appear to the Mayor of a city or the judge of any District Court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the Mayor of such city or judge of the District Court of such parish shall at once notify the State Board of the fact. Whenever it shall come to the knowledge of the State Board, either by the notice of the Mayor of a city or the judge of the District Court of the parish, as provided in the preceding part of, this section, or otherwise; that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employees.

SEC. 11. It shall be the duty of the State Board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the State Board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by Section 9 of this act.

SEC. 12. The said State Board shall make a biennial report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employees.

SEC. 13. The members of said State Board of Arbitration and Conciliation, hereby created, shall each be paid five dollars a

day for each day of actual service, and their necessary traveling and other expenses. The chairman of the Board shall quarterly certify the amount due each member, and, on presentation of his certificate the Auditor of the State shall draw his warrant on the Treasury of the State for the amount.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved July 12, 1894.*]

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## WISCONSIN.

[CHAPTER 364.]

**An Act to provide for a state board of arbitration and conciliation for the settlement of differences between employers and their employes.**

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows :*

SECTION 1. The governor of the state shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a state board of arbitration and conciliation. One of such board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed by the governor as herein provided do not agree upon the third member of such board at the expiration of thirty days, the governor shall appoint such third member. The members of said board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the governor shall appoint a member of such board to serve out the unexpired term, and he may remove any member of said board. Each member of such board shall before entering upon the duties of his office be sworn to support the constitution of the United States, the constitution of the state of Wisconsin, and to faithfully discharge the duties of his office. Said board shall at once organize by the choice of one of their number as chairman and another as secretary.

SECTION 2. Said board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the governor and attorney-general.

**SECTION 3.** Whenever any controversy or difference not the subject of litigation in the courts of this state exists between an employer, whether an individual, co-partnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city, village or town in this state, said board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, (if anything,) should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the secretary of said board, and a succinct statement thereof published in the annual report hereinafter provided for, and said board shall cause a copy of such decision to be filed with the clerk of the city, village or town where said business is carried on.

**SECTION 4.** Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said board; provided, however, that said board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the board may in its discretion appoint two expert assistants to the board, one to be nominated by each of the parties to the controversy; provided, that nothing in this act shall be construed to prevent the board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to

be administered by any member of the board. Should the petitioner, or petitioners, fail to perform the promise and agreement made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to subpoena as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpoenas may be signed and oaths administered by any member of the board.

SECTION 5. The decision of the board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the governor of the state with such recommendations as the board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other state reports.

SECTION 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employes by posting the same in three conspicuous places in the shop, factory, yard or upon the premises where they work.

SECTION 7. The parties to any controversy or difference as described in section 3 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its de-

cision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

SECTION 8. Whenever it is made to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout such as is described in section 9, of this act, is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the state board of such facts, together with such information as may be available.

SECTION 9. Whenever it shall come to the knowledge of the state board by notice as herein provided, or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this state, it shall be the duty of the state board to investigate the same as soon as may be and endeavor by mediation to effect an amicable settlement between employers and employes, and endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as herein provided for, or to the state board. Said state board may if it deems advisable investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame.

SECTION 10. Witnesses subpoenaed by the state board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this state. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him upon approval by the board shall be paid out of the state treasury.

SECTION 11. The members of the state board shall receive the actual and necessary expenses incurred by them in the per-



formance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the state treasury.

SECTION 12. The act shall take effect and be in force from and after its passage and publication. [*Approved April 19, 1895. Published May 3, 1895.*]

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### MINNESOTA.

[CHAPTER 170.]

**An Act to provide for the settlement of differences between employers and employes, and to authorize the creation of boards of arbitration and conciliation, and to appropriate money for the maintenance thereof.**

*Be it enacted by the Legislature of the State of Minnesota:*

SECTION 1. That within thirty (30) days after the passage of this act the governor shall, by and with the advice and consent of the senate, appoint a state board of arbitration and conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, 1897 and thereafter biennially, the governor, by and with like advice and consent, shall appoint said board, who shall be constituted as follows; One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the State, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employe, or an employer of skilled labor; *provided* — however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten (10) days, the appointment shall then be made by the governor without such recommendation. Should a vacancy occur at any time, the governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said board.

SEC. 2. The said board shall, as soon as possible after their appointment, organize by electing one of their members as

president and another as secretary, and establish, subject to the approval of the governor, such rules of procedure as may seem advisable.

SEC. 3. That whenever any controversy or difference arises, relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or non-resident, and his or their employes, if at the time he or it employs not less than ten (10) persons in the same general line of business in any city or town in this state, the board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

SEC. 4. That said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employes, the board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board. Within three days after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may at any stage of the proceedings cause public notice to be given notwithstanding such request.

SEC. 5. The said board shall have power to summon as witnesses any clerk, agent or employe in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the board. Witnesses summoned before the board shall be paid by the board the same witness fees as witnesses before a district court.

SEC. 6. That upon the receipt of an application, after notice has been given as aforesaid, the board shall proceed as before provided, and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the board and published at the discretion of the same in a biennial report which shall be made to the legislature on or before the first Monday in January of each year in which the legislature is in regular session.

SEC. 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employes by posting the same in three conspicuous places in the shop, factory or place of employment.

SEC. 8. Whenever it shall come to the knowledge of said board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the state, involving an employer and his or its present or past employes, if at the time such employer is employing, or up to the occurrence of the strike or lockout was employing, not less than ten persons in the same general line of business in any city or town in this State, and said board shall be satisfied that such information is correct, it shall be the duty of said board, within three days thereafter, to put themselves in communication with such employer and employes and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and concilia-

tion, as hereinafter provided, or to said state board, and the said State board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

SEC. 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employes or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the state board might have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said state board to aid and assist in the formation of such local boards throughout the state in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the state board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the state board.

SEC. 10. Each member of said State board shall receive as compensation five (\$5) dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be

paid by the state treasurer on duly detailed vouchers approved by said board and by the governor.

SEC. 11. The said board, in their biennial reports to the legislature, shall include such statements, facts and explanations as will disclose the actual workings of the board and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employes; and the improvement of the present relations between labor and capital. Such biennial reports of the board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the state.

SEC. 12. There is hereby annually appropriated out of any money in the state treasury not otherwise appropriated the sum of two thousand dollars, or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

SEC. 13. All acts and parts of acts inconsistent with this act are hereby repealed.

SEC. 14. This act shall take effect and be in force from and after its passage. [Approved April 25, 1895.]

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## CONNECTICUT.

### [CHAPTER CCXXXIX.]

#### **An Act creating a State Board of Mediation and Arbitration.**

*Be it enacted by the Senate and House of Representatives in General Assembly convened:*

SECTION 1. During each biennial session of the general assembly, the governor shall, with the advice and consent of the senate, appoint a state board of mediation and arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for governor of this state, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for governor of this state, and the other of said persons shall be selected from a *bona fide* labor organization of this state. Said board shall select one of its number to act as clerk or secretary, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also to keep

and preserve all documents and testimony submitted to said board; he shall have power under the direction of the Board, to issue subpoenas, and to administer oaths in all cases before said board, and to call for and examine the books, papers and documents of the parties to such cases. Said arbitrators shall take and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

SEC. 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to the state board of mediation and arbitration, in case such parties elect to do so, and shall notify said board, or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly, and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the decision of said board is rendered; *provided*, it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, and the production of books and papers.

SEC. 3. After a matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the board, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by said board. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the office of the town or city clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of

such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said board it is best, it shall inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, and send for persons and papers.

SEC. 5. Said board shall, on or before the first day of December in each year, make a report to the Governor, and shall include therein such statements, facts, and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed, and to the improvement of the present system of production.

SEC. 6. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

SEC. 7. The members of the board shall receive as compensation for actual services rendered under this act, the sum of five dollars per day and expenses, upon presentation of their voucher to the comptroller, approved by the governor.

SEC. 8. This act shall take effect from its passage. [*Approved June 28, 1895.*]

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### ILLINOIS.

The act approved August 2, 1895, as amended in section 3 and through the insertion of sections 5a, 5b, and 6a, by the act approved April 12, 1899, and through the insertion of section 6b by the act in force July 1, 1901, is as follows:—

**An Act to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said board.**

SECTION 1. *Be it enacted by the People of the State of Illinois represented in the General Assembly:* As soon as this act shall take effect the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than

two of whom shall belong to the same political party, who shall be styled a State "Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and one and only one of whom shall be an employé and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall in the same manner appoint one member of said board to succeed the member whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to the faithful discharge thereof. The board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and who shall receive a salary to be fixed by the board, not to exceed \$1,200 per annum and his necessary traveling expenses, on bills of items to be approved by the board, to be paid out of the State treasury.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or a bill in equity, exists between an employer, whether an individual, copartnership or corporation, employing not less than twenty-five persons, and his employés in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to



by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The board in all cases shall have power to summon as witness any operative, or expert in the departments of business affected and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the record of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpoenas, and oaths may be administered by the chairman of the board. If any person, having been served with a subpoena or other process issued by such board, shall wilfully fail or refuse to obey the same, or to answer such question as may be proposed touching the subject matter of the inquiry or investigation, it shall be the duty of the circuit court or the county court of the county in which the hearing is being conducted, or of the judge

thereof, if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such board and give his testimony or to produce such books and papers as may be lawfully required by said board; and the said court, or the judge thereof, shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

§ 4. Upon the receipt of such application, and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March in each year.

§ 5. Said decision shall be binding upon the parties who join in said application for six months or until either party has given the other notice in writing of his or their intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting in three conspicuous places in the shop or factory where they work.

§ 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employes shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of said decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respects it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by sheriff as other process. Upon return made to the rule, the court, or the judge thereof if in vacation, shall hear and determine the question presented, and to secure a compliance with such decision, may punish the offending party or par-

ties for contempt, but such punishment shall in no case extend to imprisonment.

§ 5b. Whenever two or more employers engaged in the same general line of business, employ in the aggregate not less than twenty-five persons, and having a common difference with their employes, shall, coöperating together, make application for arbitration, or whenever such application shall be made by the employes of two or more employers engaged in the same general line of business, such employes being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employers and employes in such a case, the board shall have the same powers and proceed in the same manner as if the application had been made by one employer, or by the employes of one employer, or by both.

§ 6. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State, involving an employer and his employes, if he is employing not less than twenty-five persons, it shall be the duty of the State board to put itself in communication as soon as may be, with such employer or employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State board.

§ 6a. It shall be the duty of the mayor of every city, and president of every incorporated town or village, whenever a strike or lockout involving more than twenty-five employes shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the state board of arbitration stating the name or names of the employer or employers and of one or more employes, with their postoffice address, the nature of the controversy or difference existing, the number of employes involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is an officer to immediately communicate the fact of such strike or lockout to the said board with such information

as he may possess touching the difference or controversy and the number of employés involved.

§ 6b. Whenever there shall exist a strike or lock-out, wherein, in the judgment of a majority of said board, the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light, or the means of communication or transportation, or in any other respect, and neither party to such strike or lock-out shall consent to submit the matter or matters in controversy to the State Board of Arbitration, in conformity with this act, then the said board, after first having made due effort to effect a settlement thereof by conciliatory means, and such effort having failed, may proceed of its own motion to make an investigation of all facts bearing upon such strike or lock-out and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lock-out; and in the prosecution of such inquiry the board shall have power to issue subpoenas and compel the attendance and testimony of witnesses as in other cases.

§ 7. The members of the said board shall each receive a salary of \$1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State, upon bills of particulars approved by the Governor.

§ 8. Any notice or process issued by the State Board of Arbitration, shall be served by any sheriff, coroner or constable to whom the same may be directed or in whose hands the same may be placed for service.

§ 9. Whereas, an emergency exists, therefore it is enacted that this act shall take effect and be in force from and after its passage.

## UTAH.

## [CHAPTER LXII.]

**An Act to create a State Board of Labor, Conciliation and Arbitration, for the investigation and settlement of differences between Employers and their Employes, and to define the Powers and Duties of the said Board, and to fix their Compensation.**

*Be it enacted by the Legislature of the State of Utah :*

SECTION 1. As soon as this act shall be approved, the Governor, by and with the consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a State Board of Labor, Conciliation and Arbitration, to serve as a State Board of Labor, Conciliation and Arbitration, one of whom and only one of whom shall be an employer of labor, and only one of whom shall be an employe, and the latter shall be selected from some labor organization, and the third shall be some person who is neither an employe nor an employer of manual labor, and who shall be chairman of the board. One to serve for one year, one for three years and one for five years as may be designated by the Governor at the time of their appointment, and at the expiration of their terms, their successors shall be appointed in like manner for the term of four years. If a vacancy occurs at any time, the Governor shall, in the same manner appoint some one to serve the unexpired term and until the appointment and qualification of his successor. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof.

SEC. 2. The board shall at once organize by selecting from its members a secretary, and they shall, as soon as possible after such organization, establish suitable rules of procedure.

SEC. 3. When any controversy or difference, not involving questions which may be the subject of an action at law or bill in equity, exists between an employer (whether an individual, copartnership or corporation) employing not less than ten persons, and his employes, in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute, and make a careful

inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof.

SEC. 4. This decision shall at once be made public, shall be recorded upon the proper book of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for.

SEC. 5. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until a decision of said board, if it shall be made within three weeks of the date of filing the said application.

SEC. 6. As soon as may be after receiving said application, the secretary of said board shall cause public notice to be given, of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may at any stage of the proceedings, cause public notice, notwithstanding such request.

“SEC. 7. The board shall have the power to summon as witnesses by subpoena any operative or expert in the department of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses and to require the production of books, papers and records. In case of a disobedience to a subpoena the board may invoke the aid of any court in the State in requiring the attendance and testimony of witnesses and the production of books, papers and documents under the provisions of this section. Any of the district courts of the State, within the jurisdiction of which such inquiry is carried on, may, in case of contumacy or refusal to obey a subpoena issued to any such witness, issue an order requiring

such witness to appear before said board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof."

SEC. 8. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision, and the findings of the majority shall constitute the decision of the board, which decision shall be open to public inspection, shall be recorded upon the records of the board and published in an annual report to be made to the Governor before the first day of March in each year.

SEC. 9. Said decision shall be binding upon the parties who join in said application, or who have entered their appearance before said board, until either party has given the other notice in writing of his or their intention not to be bound by the same, and for a period of 90 days thereafter. Said notice may be given to said employees by posting in three conspicuous places where they work.

SEC. 10. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State involving any employer and his employees, if he is employing not less than ten persons, it shall be the duty of the State board to put itself into communication as soon as may be, with such employer and employees, and endeavor by mediation to effect an amicable settlement between them and endeavor to persuade them to submit the matters in dispute to the State board.

SEC. 11. The members of said board shall each receive a per diem of three dollars for each day's service while actually engaged in the hearing of any controversy between any employer and his employees, and five cents per mile for each mile necessarily traveled in going to and returning from the place where engaged in hearing such controversy, the same to be paid by the parties to the controversy, appearing before said board, and the members of said board shall receive no compensation or expenses for any other service performed under this act.

SEC. 12. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, to whom the same may be directed, or in whose hands the same may be placed for service without charge. [Approved March 24, 1896.]

## INDIANA.

The following repeals parts of sections 2, 17 and 18, statute of March 4, 1897, and re-enacts its essential provisions :

**An Act providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles ; and repealing all laws and parts of laws in conflict with this act.**

SECTION 1. *Be it enacted by the General Assembly of the State of Indiana,* That there shall be, and is hereby created a commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

SEC. 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and shall hold office for four years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty years of age ; they shall not be members of the same political party, and neither of them shall hold any other State, county, or city office in Indiana during the term for which he shall be appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly, and faithfully discharge his duties as such Commissioner.

SEC. 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a Sec-



retary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

SEC. 4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott, or other labor complication in this State affecting the labor or employment of fifty persons or more to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

SEC. 5. For the purpose of arbitration under this act, the Labor Commissioners and the Judge of the Circuit Court, of the county in which the business in relation to which the controversy shall arise, shall have been carried on shall constitute a Board of Arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employees in the arbitration agreement. If the parties to the controversy are a railroad company and employees of the company engaged in the running of trains, any terminal within this State, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the Judge of the Circuit Court to act as a member of the Board of Arbitration.

SEC. 6. An agreement to enter into arbitration under this act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On

the part of the employees, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employees concerned in the controversy at which not less than two-thirds of all such employees shall be present, which election and the fact of the presence of the required number of employees at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employees concerned in the controversy, or any of them, shall be members of any labor union or workingmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employees represented by committee as hereinbefore provided.

SEC. 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act, one of said Commissioners shall be present and the other absent, the Judge of the Circuit Court of the county in which the dispute shall have arisen, as defined in section 5, shall upon the application of the Commissioners present, appoint a Commissioner *pro tem.* in the place of the absent Commissioner, and such Commissioner *pro tem.* shall exercise all the powers of a Commissioner under this act until the termination of the duties of the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other commissioners. Such Commissioner *pro tem.* shall represent and be affiliated with the same interests as the absent Commissioner.

SEC. 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the Circuit Court, or such other place as shall be provided by the County Commissioners of the county in which the

hearing is had. The Circuit Judge shall be the presiding member of the Board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the Sheriff of the county; whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the Circuit Courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the Board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the Board shall direct. If five members are sitting as such Board three members of the Board agreeing shall have power to make an award, otherwise, two. The Secretary of the Commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the Commission shall direct.

SEC. 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the Clerk of the Circuit Court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall also be preserved in the office of the Commission at Indianapolis.

SEC. 10. The Clerk of the Circuit Court shall record the papers delivered to him as directed in the last preceding section, in the order book of the Circuit Court. Any person who was a party to the arbitration proceedings may present to the Circuit Court of the county in which the hearing was had, or the Judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the Court or Judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the Sheriff as other process. Upon return made to the rule the Judge or

Court if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him *in personam*, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employees who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

SEC. 11. The Labor Commission, with the advice and assistance of the Attorney-General of the State, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

SEC. 12. Any employer and his employees, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a Board of Arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

SEC. 13. In all cases arising under this act requiring the attendance of a Judge of the Circuit Court as a member of an Arbitration Board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other Circuit Judge, or Judge of a Superior or the Appellate or Supreme Court to sit in the Circuit Court in his

place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to Judges appointed to sit in case of change of Judge in civil actions. In case the Judge of the Circuit Court, whose duty it shall become under this act to sit upon any Board of Arbitrators, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such Judge to call in and appoint some other Circuit Judge, or some Judge of a Superior Court, or the Appellate or Supreme Court, to sit upon such Board of Arbitrators, and such appointed Judge shall have the same power and perform the same duties as member of the Board of Arbitration as are by this act vested in and charged upon the Circuit Judge regularly sitting, and he shall receive the same compensation now provided by law to a Judge sitting by appointment upon a change of Judge in civil cases, to be paid in the same way.

SEC. 14. If the parties to any such labor controversy as is defined in section 4 of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the Attorney-General of the State, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the Commission. For the purpose of such investigation the Commission shall have power to issue subpoenas, and each of the Commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the Commission and signed by the Secretary of the Commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other process by any Sheriff or Constable in the State. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the Circuit Court of the county within which the subpoena was issued, or the Judge thereof in vacation,

shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpoena, or testify as required by the Commission, or be adjudged guilty of contempt, and in such proceedings such court, or the Judge thereof in vacation, shall be empowered to compel obedience to such subpoena as in the case of subpoena issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid \$1.00 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

SEC. 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the Governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the Commission and a copy shall be supplied to any one requesting the same.

SEC. 16. Any employer shall be entitled, in his response to the inquiries made of him by the Commission in the investigation provided for in the two last preceding sections, to submit in writing to the Commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

SEC. 17. Said Commissioners shall receive a compensation of ten dollars each per diem for the time actually expended, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a Board of Arbitration chosen by the parties under the provisions of this act shall receive the same compensation for the days occupied in service upon the Board. The Attorney-General, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the Commission. Such

compensation and expenses shall be paid by the Treasurer of State upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the Secretary of the Commission. It is hereby declared to be the policy of this act that the arbitrations and investigations provided for in it shall be conducted with all reasonable promptness and dispatch, and no member of any Board of Arbitration shall be allowed payment for more than fifteen days' service in any one arbitration, and no Commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in section 14 and sections following.

SEC. 18. For the payment of the salary of the Secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the Treasury not otherwise appropriated, the sum of five thousand dollars for the year 1897 and five thousand dollars for the year 1898.

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### IDAHO.

The following bill, having remained with the governor more than ten secular days after the legislature adjourned, became a law March 20, 1897.

**An Act to provide for a State Board of Arbitration, for the Settlement of Differences between Employees and their Employers and to provide for Local Boards of Arbitration subordinate thereto.**

*Be it enacted by the Legislature of the State of Idaho :*

SECTION 1. The Governor, with the advice and consent of the Senate, shall, on or before the fourth day of March, eighteen hundred and ninety-seven, appoint three competent persons to serve as a State board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor; one of them shall be selected from some labor organization and not an employer of labor; the third shall

be appointed upon the recommendation of the other two; *Provided, however*, That if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the Governor. On or before the fourth day of March, eighteen hundred and ninety-seven, the Governor, with the advice and consent of the Senate, shall appoint three members of said board in the manner above provided; one to serve for six years; one for four years; and one for two years; or until their respective successors are appointed; and on or before the fourth day of March of each year during which the legislature of this State is in its regular biennial session thereafter, the Governor shall in the same manner appoint one member of said board to succeed the member whose term then expires and to serve for the term of six years or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their members as chairman. Said board shall choose one of its members as secretary and may also appoint and remove a clerk of the board, who shall receive pay only for time during which his services are actually required and that at a rate of not more than four dollars per day during such time as he may be employed.

SEC. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the Governor and Senate.

SEC. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employees if at the time he employs not less than twenty-five persons in the same general line of business in any city or town or village or county in this State, the board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made



public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the County Recorder of the county where such business is carried on.

SEC. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties and shall contain a concise statement of the grievance complained of, and a promise to continue in the business or at work without any lockout or strike until the decision of said board if it shall be made in three weeks of the date of filing said application, when an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request be made, notice shall be given to the parties interested in such manner as the board may order and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have the power to summons as witness any operative in the departments of business affected, and any person, who keeps the records of wages earned in those departments and to examine them under oath and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board.

SEC. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision which shall be open to public inspection shall be recorded upon the records of the board and published at the discretion of the same, in an annual report to be made to the

Governor of the State on or before the first day of February of each year.

SEC. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory, mill or at the mine where they work or are employed.

SEC. 7. The parties to any controversy or difference as described in Section 3 of this act may submit the matters in dispute, in writing to a local board of arbitration and conciliation, such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission.

The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the recorder of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the board of commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration, whenever it is made to appear to the mayor of a city or the board of commissioners of a county that a strike or lockout such as described in Section 8 of this act is seriously threatened or actually occurs, the mayor of such city or the board of commissioners of such county shall at once notify the state board of the facts.

SEC. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the

board of commissioners of a county, as provided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any county or town of the State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in any county or town in the State, it shall be the duty of the State board to put itself in communication as soon as may be with such employer, and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them; *Provided*, That a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State board; and said State board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by Section 3 of this act.

SEC. 9. Witnesses summoned by the State board shall be allowed the sum of fifty cents for each attendance, and the sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents, a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the State for the payment thereof any of the unappropriated moneys of the State.

SEC. 10. The members of said state board shall be paid six dollars per day for each day that they are actually engaged in the performance of their duties, to be paid out of the treasury of the State, and they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the State.

**COLORADO.**

[CHAPTER 2 OF THE SESSION LAWS OF 1897. *Approved March 31*]

**An Act creating a State and local Boards of Arbitration and providing for the adjustment of differences between Employers and Employes and defining the powers and duties thereof and making an appropriation therefor.**

*Be it enacted by the General Assembly of the State of Colorado:*

SECTION 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this Act, with the consideration and settlement by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employes.

SECTION 2. Immediately after the passage of this Act the Governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the State of Colorado and above the age of thirty years. One of the members of said Board shall be selected from the ranks of active members of bona fide labor organizations of the State of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the Board shall be appointed by the Governor from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the Board above designated. If any vacancy should occur in said Board, the Governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as herein before provided.

SECTION 3. The third member of said Board shall be Secretary thereof, whose duty it shall be, in addition to his duties as a member of the Board, to keep a full and faithful record of the proceedings of the Board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the Board; and shall also have, under direction of a majority of the Board, power to issue subpoenas, to administer oaths to witnesses cited before the Board, to call for and examine books, papers and documents necessary for examination in

the adjustment of labor differences, with the same authority to enforce their production as is possessed by courts of record or the judges thereof in this State.

SECTION 4. Said members of the Board of Arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The Secretary of State shall set apart and furnish an office in the State Capitol for the proper and convenient transaction of the business of said Board.

SECTION 5. Whenever any grievance or dispute of any nature shall arise between employer and employes, it shall be lawful for the parties to submit the same directly to said Board, in case such parties elect to do so, and shall jointly notify said Board or its Clerk in writing of such desire. Whenever such notification is given it shall be the duty of said Board to proceed with as little delay as possible to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Board in writing, clearly and in detail, their grievances and complaints and the cause or causes therefor, and severally agree in writing to submit to the decision of said Board as to the matters so submitted, promising and agreeing to continue on in business or at work, without a lockout or strike until the decision is rendered by the Board, provided such decision shall be given within ten days after the completion of the investigation. The Board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its Chairman or Clerk to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers in like manner and with the same powers as provided for in Section 3 of this Act.

SECTION 6. After the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The Clerk of said Board shall file four copies of such decision, one with the Secretary of State, a copy served to each of the parties to the controversy, and one copy retained by the Board.

SECTION 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the State, and shall come to the knowledge of the members of the Board, or any one thereof by a written notice from either of the parties to such threatened strike or lockout, or from the Mayor or Clerk of the city or town, or from the Justice of the Peace of the district where such strike or lockout is threatened, it shall be their duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the controversy and endeavor by mediation to affect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy: and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as it is authorized by Section 3 of this Act.

SECTION 8. The fees of witnesses before said Board of Arbitration shall be two dollars (\$2.00) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the Board. All subpoenas shall be signed by the Secretary of the Board and may be served by any person of legal age authorized by the Board to serve the same.

SECTION 9. The parties to any controversy or difference as described in Section 5 of this Act may submit the matters in dispute in writing to a local Board of Arbitration and conciliation; said Board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third who shall be Chairman of such local Board; such Board shall in respect to the matters referred to it have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local Board shall be exclusive in respect to the matter submitted by it, but it may ask and receive the advice and assistance of the State Board. Such local Board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the Secretary of the State

Board. Each of such local arbitrators shall be entitled to receive from the Treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the Mayor of such city, the Board of Trustees of such village, or the Town Board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration: Provided, that when such hearing is held at some point having no organized town or city government, in such case the costs of such hearing shall be paid jointly by the parties to the controversy: Provided further that in the event of any local Board of Arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the State Board shall be called upon to take charge of said case as provided by this Act.

SECTION 10. Said State Board shall report to the Governor annually, on or before the fifteenth day of November in each year, the work of the Board, which shall include a concise statement of all cases coming before the Board for adjustment.

SECTION 11. The Secretary of State shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the Secretary of the Board, provided the volume shall not exceed four hundred (400) pages.

SECTION 12. Two members of the Board of Arbitration shall each receive the sum of five hundred dollars (\$500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the Secretary of the Board shall receive a salary of twelve hundred dollars (\$1,200) per annum. The salaries of the members shall be paid in monthly instalments by the State Treasurer upon the warrants issued by the Auditor of the State. The other expenses of the Board shall be paid in like manner upon approved vouchers signed by the Chairman of the Board of Arbitration and the Secretary thereof.

SECTION 13. The terms of office of the members of the Board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the Governor shall appoint one from each class for the period of two years. The third member of the Board shall

be appointed as herein provided every two years. The Governor shall have power to remove any members of said Board for cause and fill any vacancy occasioned thereby.

SECTION 14. For the purpose of carrying out the provisions of this Act there is hereby appropriated out of the General Revenue Fund the sum of seven thousand dollars for the fiscal years 1897 and 1898, only one-half of which shall be used in each year, or so much thereof as may be necessary, and not otherwise appropriated.

SECTION 15. In the opinion of the General Assembly an emergency exists; therefore, this Act shall take effect and be in force from and after its passage.

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### WYOMING.

Wyoming was admitted to the Union on July 11, 1890. Article 5 of the Constitution has the following provisions for the arbitration of labor disputes:

SECTION 28. The legislature shall establish courts of arbitration, whose duty it shall be to hear, and determine all differences, and controversies between organizations or associations of laborers, and their employers, which shall be submitted to them in such manner as the legislature may provide.

SECTION 30. Appeals from decisions of compulsory boards of arbitration shall be allowed to the supreme court of the state, and the manner of taking such appeals shall be prescribed by law.

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### MARYLAND.

**An Act to provide for the reference of disputes between employers and employees to arbitration.**

SECTION 1. *Be it enacted by the General Assembly of Maryland,* That whenever any controversy shall arise between any corporation incorporated by this State in which this State may be interested as a stockholder or creditor, and any persons in the employment or service of such corporation, which, in the opinion of the Board of Public Works, shall tend to impair the usefulness or prosperity of such corporation, the said Board of Public Works shall have power to demand and receive a statement of



the grounds of said controversy from the parties to the same ; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration ; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said Board of Public Works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same may be finally settled and determined ; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said Board of Public Works to examine into and ascertain the cause of said controversy, and report the same to the next General Assembly.

SEC. 2. *And be it enacted*, That all subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employees, employed by them in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

SEC. 3. *And be it further enacted*, That whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say : Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall and may be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties ; but if such parties shall not come before, or so agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this act, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute, and such judge or justice of the peace shall then and there propose not less than two nor more than four persons, one-half of whom shall be employers and the other half employees, acceptable to the parties to the dispute, respectively, who, together with such

judge or justice of the peace, shall have full power finally to hear and determine such dispute.

SEC. 4. *And be it further enacted*, That in all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties.

SEC. 5. *And be it further enacted*, That it shall be lawful in all cases for an employer or employee, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

SEC. 6. *And be it further enacted*, That every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under these provisions of this statute, shall be returned by said arbitrator to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or nonsuit; in the manner provided in article seven of the Public General Laws of Maryland; and in all proceedings under this act, whether before a judge or justice of the peace, or arbitrators, costs shall be taxed as are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon. [*Approved April 1, 1878.*]

**KANSAS.****An Act to establish boards of arbitration, and defining their powers and duties.**

*Be it enacted by the Legislature of the State of Kansas:*

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition as hereinafter provided it shall be the duty, of said court or judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining and other industries.

SEC. 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county: *Provided*, That at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year, from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to such tribunal for decision.

Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it: *Provided*, That said award may be impeached for fraud, accident or mistake.

SEC. 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

SEC. 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

SEC. 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

SEC. 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not

conflict with this statute nor with any of the provisions of the constitution and laws of the state: *Provided*, That the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same: *Provided*, That any such award may be impeached for fraud, accident, or mistake.

SEC. 10. The form of the petition praying for a tribunal under this act shall be as follows:—

To the District Court of                      County (or a judge thereof, as the case may be): The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law.

SEC. 11. This act to be in force and take effect from and after its publication in the official state paper. [*Published February 25, 1886.*]

## IOWA.

**An Act to Authorize the Creation and to Provide for the Operation of Tribunals of Voluntary Arbitration to Adjust Industrial Disputes between Employers and Employed.**

*Be it enacted by the General Assembly of the State of Iowa:*

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

SEC. 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry; *provided*, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribu-

nal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry, or business, who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal, from three names, presented by the members of the tribunal remaining in that class, in which the vacancies occur. The removal of any member to an adjoining county, shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives, of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

SEC. 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

SEC. 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court house or elsewhere for the use of said tribunal shall be provided by the county board of supervisors.

SEC. 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; *provided*, that the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts, as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

SEC. 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear, and settle the same finally, when it can be done by a



unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been referred. The said tribunal in connection with the said umpire shall have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same.

SEC. 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the District Court of \_\_\_\_\_ County (or to a judge thereof, as the case may be):

The subscribers hereto being the number, and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry), trade, and having agreed upon A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen, as members of said tribunal, who each

are qualified to act thereon, pray that a license for a tribunal in the  
 .....trade may be issued to said persons named above.

EMPLOYERS.	Names.	Residence.	Works.	Number employed.

EMPLOYEES.	Names.	Residence.	By whom employed.

SEC. 11. The license to be issued upon such petition may be  
 as follows.

STATE OF IOWA } ss  
 COUNTY

Whereas, The joint petition, and agreement of four employers (or  
 representatives of a firm or corporation or individual employing  
 twenty men as the case may be), and twenty workmen have been  
 presented to this court (or if to a judge in vacation so state) praying  
 the creation of a tribunal, of voluntary arbitration for the settlement  
 of disputes in the workman trade within this county and naming A,  
 B, C, D, and E representing the employers, and G, H, I, J, and K rep-  
 resenting the workmen. Now in pursuance of the statute for such  
 case made, and provided said named persons are hereby licensed, and  
 authorized to be, and exist as a tribunal of voluntary arbitration for  
 the settlement of disputes between employers, and workmen for the  
 period of one year from this date, and they shall meet, and organize  
 on the ..... day of ..... A.D. .... at .....

Signed this ..... day of ....., A.D. ....

Clerk of the ..... District Court of ..... County.

SEC. 12. When it becomes necessary to submit a matter in  
 controversy to the umpire it may be in form as follows :

We A, B, C, D, and E representing employers, and G, H, I, J, and  
 K representing workmen composing a tribunal of voluntary arbi-  
 tration hereby submit, and refer unto the umpirage of L (the umpire

of the tribunal of the .....trade) the following subject-matter, viz.: (Here state full, and clear the matter submitted), and we hereby agree that his decision and determination upon the same shall be binding upon us, and final, and conclusive upon the questions thus submitted, and we pledge ourselves to abide by, and carry out the decision of the umpire when made.

Witness our names this .....day of .....A.D. ....

(Signatures) .....

SEC. 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court. [*Approved March 6, 1886.*]

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### PENNSYLVANIA.

**An Act to establish boards of arbitration to settle all questions of wages and other matters of variance between capital and labor.**

WHEREAS, The great industries of this Commonwealth are frequently suspended by strikes and lockouts resulting at times in criminal violation of the law and entailing upon the State vast expense to protect life and property and preserve the public peace:

*And, whereas,* No adequate means exist for the adjustment of these issues between capital and labor, employers and employes, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry in harmony with law and a generous public sentiment: Therefore,

SECTION 1. *Be it enacted, &c.,* That whenever any differences arise between employers and employes in the mining, manufacturing or transportation industries of the Commonwealth which cannot be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the

court of common pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them which must be fully set forth in the application, such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties; such applicants to be citizens of the United States, and the said application shall be filed with the record of all proceedings had in consequence thereof among the records of said court.

SECTION 2. That when the application duly authenticated has been presented to the court of common pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators in order to preserve the public peace, or promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county of good character and familiar with all matters in dispute to serve as members of the said board of arbitration which shall consist of nine members all citizens of this Commonwealth; as soon as the said members are appointed by the respective parties to the issue, the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of well-known character for probity and general intelligence, and not directly connected with the interests of either party to the dispute, one of whom shall be designated by the said judge as president of the board of arbitration.

Where but one party makes application for the appointment of such board of arbitration the court shall give notice by order of court to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and in case either party refuse or neglects to make such appointment the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration.

The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and

the same powers as any other member, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

SECTION 3. That when the board of arbitrators has been thus appointed and constituted, and each member has been sworn or affirmed and the papers have been submitted to them, they shall first carefully consider the records before them and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions and may summon or appoint officers to assist and in all ballots he shall have a vote. It shall be lawful for him at the request of any two members of the board to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the board, and for any wilful failure to appear and testify before said board, when requested by the said board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the court of quarter sessions of the county where the offence is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

SECTION 4. That as soon as the board is organized the president shall announce that the sessions are opened and the variants may appear with their attorneys and counsel, if they so desire, and open their case, and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employes shall stand as plaintiff in the case, each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board shall be final and conclusive of all matters brought before them for adjustment, and the said board of arbitration may adjourn from the place designated by the court for holding its sessions, when it deems it expedient to do so, to the place or places where the

dispute arises and hold sessions and personally examine the workings and matters at variance to assist their judgment.

SECTION 5. That the compensation of the members of the board of arbitration shall be as follows, to wit: each shall receive four dollars per diem and ten cents per mile both ways between their homes and the place of meeting by the nearest comfortable routes of travel to be paid out of the treasury of the county where the arbitration is held, and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar services.

SECTION 6. That the board of arbitrators shall duly execute their decision which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

SECTION 7. All laws and parts of laws inconsistent with the provisions of this act be and the same are hereby repealed.  
[Approved the 18th day of May, A.D. 1893.]

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## TEXAS.

### [CHAPTER 379.]

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers or receiver and employes, and to authorize the creation of a board of arbitration; to provide for compensation of said board, and to provide penalties for the violation hereof.**

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That whenever any grievance or dispute of any nature, growing out of the relation of employer and employes, shall arise or exist between employer and employes, it shall be lawful upon mutual consent of all parties, to submit all matters respecting such grievance or dispute in writing to a board of arbitrators to hear, adjudicate, and determine the same. Said board shall consist of five (5) persons. When the employes concerned in such grievance or dispute as the aforesaid are members in good standing of any labor organization which is

represented by one or more delegates in a central body, the said central body shall have power to designate two (2) of said arbitrators, and the employer shall have the power to designate two (2) others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board. In case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall designate two members of said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and said board shall be organized as hereinbefore provided: *Provided*, that when the two arbitrators selected by the respective parties to the controversy, the district judge of the district having jurisdiction of the subject matter shall, upon notice from either of said arbitrators that they have failed to agree upon the fifth arbitrator, appoint said fifth arbitrator.

SEC. 2. That any board as aforesaid selected may present a petition in writing to the district judge of the county where such grievance or dispute to be arbitrated may arise, signed by a majority of said board, setting forth in brief terms the facts showing their due and regular appointment, and the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving of said board of arbitration. Upon the presentation of said petition it shall be the duty of said judge, if it appear that all requirements of this act have been complied with, to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order, or a copy thereof, shall be filed in the office of the district clerk of the county in which the arbitration is sought.

SEC. 3. That when a controversy involves and affects the interests of two or more classes or grades of employees belonging to different labor organizations, or of individuals who are not members of a labor organization, then the two arbitrators

selected by the employes shall be agreed upon and selected by the concurrent action of all such labor organizations, and a majority of such individuals who are not members of a labor organization.

SEC. 4. The submission shall be in writing, shall be signed by the employer or receiver and the labor organization representing the employes, or any laborer or laborers to be affected by such arbitration who may not belong to any labor organization, shall state the question to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate as follows :

1. That pending the arbitration the existing status prior to any disagreement or strike shall not be changed.

2. That the award shall be filed in the office of the clerk of the district court of the county in which said board of arbitration is held, and shall be final and conclusive upon both parties, unless set aside for error of law, apparent on the record.

3. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit.

4. That the employes dissatisfied with the award shall not by reason of such dissatisfaction quit the service of said employer or receiver before the expiration of thirty days, nor without giving said employer or receiver thirty days written notice of their intention so to quit.

5. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same parties shall be had until the expiration of said one year.

SEC. 5. That the arbitrators so selected shall sign a consent to act as such and shall take and subscribe an oath before some officer authorized to administer the same to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the district court wherein such arbitrators are to act. When said board is ready for the transaction of business it shall select one of its members to act as secretary and the parties to the dispute shall receive notice of a time and place of hearing,



which shall be not more than ten days after such agreement to arbitrate has been filed.

SEC. 6. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers and for the attendance of witnesses to the same extent that such power is possessed by the court of record or the judge thereof in this State. The board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournment, and shall herein examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

SEC. 7. That when said board shall have rendered its adjudication and determination its powers shall cease, unless there may be at the time in existence other similar grievances or disputes between the same class of persons mentioned in section 1, and in such case such persons may submit their differences to said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such difference or differences.

SEC. 8. That during the pendency of arbitration under this act it shall not be lawful for the employer or receiver party to such arbitration, nor his agent, to discharge the employes parties thereto, except for inefficiency, violation of law, or neglect of duty, or where reduction of force is necessary, nor for the organization representing such employes to order, nor for the employes to unite in, aid or abet strikes or boycotts against such employer or receiver.

SEC. 9. That each of the said board of arbitrators shall receive three dollars per day for every day in actual service, not to exceed ten (10) days, and traveling expenses not to exceed five cents per mile actually traveled in getting to or returning from the place where the board is in session. That the fees of witnesses of aforesaid board shall be fifty cents for each day's attendance and five cents per mile traveled by the nearest route to and returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same. That the fees and mileage of witnesses and the per diem and traveling expenses of said arbitrators shall be taxed as costs against either

or all of the parties to such arbitration, as the board of arbitrators may deem just, and shall constitute part of their award, and each of the parties to said arbitration shall, before the arbitration (arbitrators) proceed to consider the matters submitted to them, give a bond, with two or more good and sufficient sureties in an amount to be fixed by the board of arbitration, conditioned for the payment of all the expenses connected with the said arbitration.

SEC. 10. That the award shall be made in triplicate. One copy shall be filed in the district clerk's office, one copy shall be given to the employer or receiver, and one copy to the employes or their duly authorized representative. That the award being filed in the clerk's office of the district court, as herein before provided, shall go into practical operation and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent on the record, in which case said award shall go into practical operation and judgment rendered accordingly when such exceptions shall have been fully disposed of by either said district court or on appeal therefrom.

SEC. 11. At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid, judgment shall be entered in accordance with said decision, unless during the said ten days either party shall appeal therefrom to the Court of Civil Appeals holding jurisdiction thereof. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided. The determination of said Court of Civil Appeals upon said questions shall be final, and being certified by the clerk of said Court of Civil Appeals, judgment pursuant thereto shall thereupon be entered by said district court. If exceptions to an award are finally sustained, judgment shall be entered setting aside the award; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment, when entered, shall have the same force and effect as judgment entered upon an award.

SEC. 12. The near approach of the end of the session, and

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